

# **Units Plan 1641**

## **Building Rules**

### **Retail/Office Building**

# **MANUKA ARCADE®**



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## SECTION ONE - INTRODUCTION

### 1. EXISTING DEFAULT RULES AND BUILDING DESCRIPTION

#### 1.1 Definitions—default rules

- (1) In these rules:

**owner, occupier or user**, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.

- (2) A word or expression in these rules has the same meaning as in the [Unit Titles \(Management\) Act 2011](#) (the Management Act)

#### 1.2 Payment of rates and taxes by unit owners

A unit owner must pay all rates, taxes and any other amount payable for the unit.

#### 1.3 Repairs and maintenance

- (1) A unit owner must ensure that the unit is in a state of good repair.
- (2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a territory law.

#### 1.4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
- (a) in accordance with the express permission of the Executive Committee; and
  - (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.

*NOTE: 1.4(1) and (2) are as altered by special resolution registered on 9 April 2015 by Dealing Number 1964391.*

- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld  
external appearance of a unit or the units plan

#### 1.5 Pets in units

- (1) A unit owner or occupier (the **pet owner**) may keep an animal, or permit an animal to be kept, within the unit if—
- (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
  - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
  - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
  - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
  - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

**1.6 Assistance animals**

The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

**1.7 Use of common property**

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

**1.8 Hazardous use of unit**

A unit owner must not use the unit, or permit it to be used, to cause a hazard to an owner, occupier or user of another unit.

**1.9 Use of unit—nuisance or annoyance**

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

**1.10 Noise**

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

**1.11 Illegal use of unit**

A unit owner must not use the unit, or permit it to be used, to contravene a law in force in the ACT.

**1.12 What may an executive committee representative do?**

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
  - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Management Act or these rules in relation to a unit—inspect the unit to investigate the breach;
  - (b) carry out any maintenance required under the Management Act or these rules;
  - (c) do anything else the owners corporation is required to do under the Management Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
  - (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of their intention to do the thing; or
  - (b) in an emergency, it is essential that it be done without notice.

- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

**executive committee representative** means a person authorised, in writing, by the executive committee under rule 1.12 (4).

## **2. BUILDING THE SUBJECT OF THE RULES AND APPROVAL**

### **2.1 Building subject of a Units Plan**

The Building to which these rules applies

- (a) is a two storey building which contains 20 units, 12 of which are on the ground floor and 8 of which are on the first floor;
- (b) is the subject of a Class A Units Plan registered under the Development Act;
- (c) is subject to the provisions of the Management Act; and
- (d) is subject to the default rules as amended in accordance with 1.1 – 1.12 of these consolidated rules, and subject to these Alternate Rules to the extent that they amend Default Rules 1.4, 1.5 and 1.6 and to the balance of the Alternate Rules

### **2.2 Approval of the Owners Corporation**

Where a rule requires the approval of the Owners Corporation to a particular activity, unless stated otherwise in the rule the approval may be given by either:

- (a) the Owners Corporation in general meeting; or
- (b) unless the activity is a Restricted Matter, the Executive Committee at a duly convened meeting of the Executive Committee.

Evidence of resolutions of an Owners Corporation may be given by a certificate issued by the Executive Committee.

### **2.3 Approval of Minor Renovations**

For the purposes of Section 6, the Functions of the Owners Corporation in approving Minor Renovations are delegated to the Executive Committee.

### **2.4 Approval not to be withheld**

Neither the Owners Corporation nor the Executive Committee may withhold its approval to an application for an activity approved by a Rule.

### **2.5 Conditions**

Owners must comply with all conditions in an approval.

## SECTION 2 - USE OF COMMON PROPERTY

### 3. BEHAVIOUR AND RESPONSIBILITY ON COMMON PROPERTY

#### 3.1 General obligations

- (a) Owners must not break a Law when on Common Property.
- (b) Owners must ensure their Invitees:
  - (i) are not left to remain on Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;
  - (ii) comply with the Rules; and
  - (iii) are removed from the Building on refusing to comply with the Rules.

#### 3.2 Prohibited behaviour

Owners must not:

- (a) make noise or behave in a way likely to interfere with another Owner's peaceful enjoyment of their Unit or Common Property;
- (b) use language or behave in a manner likely to cause offence or embarrassment to another Owner or to any person lawfully using Common Property;
- (c) obstruct the lawful use of Common Property by any person;
- (d) smoke while on Common Property including foyers, fire escape stairwells and in front of any external entry door to the Building or allow smoke to emit from their Unit;
- (e) bring or permit to be brought, a heavy article which might cause structural damage to the Building;
- (f) do anything to damage or deface Common Property;
- (g) interfere with personal property vested in the Owners Corporation;
- (h) place or hang an item on Common Property;
- (i) install a satellite dish to Common Property or a Unit visible from outside the Unit;
- (j) use or interfere with fire safety Equipment except in the case of an emergency and must not obstruct fire stairs or fire escapes or leave fire doors propped open;
- (k) interfere with the operation of Equipment installed on Common Property;
- (l) modify existing Equipment attached to Common Property (whether or not such Equipment is contained wholly within their Unit);
- (m) interfere with Common Property or remove an item from Common Property placed there by the direction or authority of the Owners Corporation;
- (n) attach or install any item on the roof of the Building;
- (o) use the roof of the Building for any purpose; or

- (p) store garbage on Common Property, including any part of the Common Property for which a Special Privileges Rule has been granted.

### **3.3 Duty to notify defects to the Owners Corporation**

Owners must inform the Owners Corporation of any defect they become aware of on Common Property or any property vested in the Owners Corporation.

## **4. SECURITY**

### **4.1 Functions of the Owners Corporation/Managing Agent**

- (a) The Owners Corporation via the Managing Agent is responsible for the issue, programming, coding and re-coding of Security Keys.
- (b) The Owners Corporation via the Managing Agent is responsible for determining to whom Security Keys should be issued to in relation to Shared Facilities.
- (c) The Managing Agent may charge an Owner a fee for:
  - (i) any Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); and
  - (ii) coding or re-coding of any Security Key.
- (d) The Managing Agent may require the provision of a bond before:
  - (i) issuing any Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); or
  - (ii) coding or re-coding of any Security Key.

### **4.2 Obligations of Owners**

- (a) An Owner must not do anything or permit anything which may or which would be likely to prejudice the security of the Building.
- (b) Owners must:
  - (i) comply with all rules and directions of the Owners Corporation and the Managing Agent relating to the security and safety of the Building;
  - (ii) exercise great care in making Security Keys available to any person; and
  - (iii) promptly notify the Managing Agent if a Security Key is lost or destroyed.
- (c) Owners must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than to a party who is entitled to a Security Key.

### **4.3 CCTV**

- (a) The Owners Corporation has installed a CCTV system which is managed and administered by the Executive Committee and as duly delegated, to the Managing Agent. The CCTV system is intended to provide an increased level of security for the benefit of Owners and Occupiers in the Building and as a deterrent of criminal activity.

- (b) All data recorded by the CCTV system will be managed in accordance with the relevant privacy legislation from time to time and we note each Member must ensure its own compliance with relevant laws, re: [http://www.manukaarcade.com.au/owner\\_occupier/cctv-cameras-installed/](http://www.manukaarcade.com.au/owner_occupier/cctv-cameras-installed/).
- (c) Access to recorded material will only be granted for reasons that fall within the purpose of the system and in accordance with privacy laws.
- (d) The showing of recorded material to unauthorised personnel will be in accordance with law and compliance with the needs of police in connection with the investigation of an alleged crime.
- (e) Access to recordings may be obtained in connection with civil disputes by Court Order or be extended to lawyers acting for defendants or victims in criminal proceedings in consultation with police. All requests for access to data for this purpose must be approved by the Executive Committee.
- (f) Copies of recorded data will only be made available at the request of the Executive Committee or the police office in charge of an investigation. A written record of the request including details of the request person, time, date and reasons for the request will be recorded in the data access log book.

#### **4.3 FIRE ALARMS**

- (a) Owners must compensate the Owners Corporation the costs incurred by it for any false fire alarm caused by the Owner or emanating from the Owners Unit for any reason. The Owners Corporation may assume a false fire alarm was caused by an Owner or emanated from a Unit if it is so advised by ACT Emergency Services or a fire monitoring contractor engaged by the Owners Corporation.
- (b) As the Building is separated into zones, any call out fee that is incurred within a zone without due cause will be invoiced to the Units within that zone to share on a unit entitlement basis. Where a Zone consists of entirely common property, all Owners will bear that cost, where there is part common property within a Zone with other units, the relevant proportion will be allocated across all Owners for the common property share of the relevant charge. The relevant Zones and Units within those zones are as follows;-

ZONE 1: Units 8,9,10,11 and 12

ZONE 2: Units 2,3,4,5,6, and 7

ZONE 3; Units 16,17,18 and 19;

ZONE 4: Units 13,14,15, 20 and Common Area Male Toilets

ZONE 6: Unit 1

ZONE 7 – Not a zone;

ZONE 8: Centre Arcade Eves (Common Areas)

## SECTION 3 - USE OF UNITS

### 5. OCCUPATION AND USE OF UNITS

#### 5.1 General

- (a) Owners must keep their Unit clean, tidy and in good repair.
- (b) Owners must not:
  - (i) store or use chemical, liquid, gas or flammable material on their Unit unless it is to be used in the lawful, permitted use of their Unit;
  - (ii) use, occupy or allow their Unit to be used or occupied for:
    - (A) an unlawful purpose; or
    - (B) a purpose that may affect, lessen or damage the reputation of the Building;
  - (iii) cause annoyance, disturbance or nuisance to other Owners;
  - (iv) keep anything which is visible from outside their Unit which is inconsistent with the visual aesthetics of the Building;
  - (v) operate, or allow to operate, a device or electronic Equipment on their Unit which interferes with an appliance lawfully in use in the Building or another Unit;
  - (vi) overload any floor or balconies with equipment and must observe the maximum floor loading and any maximum load limits with the Common Property and their Unit.

#### 5.2 Cleaning windows and doors

- (a) Owners must keep clean all interior and exterior surfaces of glass in windows and doors on the boundary of their Unit, including glass on Common Property, unless:
  - (i) the Owners Corporation resolves that it will keep the glass or a specified part of the glass clean; or
  - (ii) that glass or part of glass cannot be accessed by the Owner safely or at all.
- (b) The Owners Corporation may decide:
  - (i) to keep clean that part of Common Property which is the glass surface of a window or door on the boundary of a Unit above the bulkhead; or
  - (ii) not to keep clean that part of Common Property which is the glass surface of a window or door on the boundary of a Unit.

### 6. ACCESS THROUGH UNITS

#### 6.1 Owners Corporation may have access

The Owners Corporation, by its agents, employees and contractors, with or without tools and materials, may enter, have access to and go through a Unit or any part of a Unit for the purposes of:

- (a) carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;
- (b) carrying out work required to be carried out by the Owners Corporation by a notice served on it by an Authority;
- (c) carrying out work required to be carried out by the Owners Corporation by an order under the Management Act;
- (d) carrying out work required to be carried out by the Owners Corporation in accordance with its rights, duties and obligations in the Rules;
- (e) cleaning the windows in the Building; and
- (f) accessing anchor points attached to Common Property adjacent to or near the Unit.

**6.2 Obligations of Owners**

- (a) Owners must permit the Owners Corporation to temporarily store necessary Equipment or material on their Unit in order for the Owners Corporation to undertake a right, duty or obligation in this rule.
- (b) Owners must not obstruct or hinder the Owners Corporation in the exercise of a right, duty or obligation in this rule.

## SECTION 4 - RIGHTS AND CONDUCT OF THE OWNERS CORPORATION

### 7. RULES

#### 7.1 Power of the Owners Corporation to make Rules

The Owners Corporation may make and register Rules relating to matters associated with:

- (a) the use and management of the Building;
- (b) the security and control of the Building;
- (c) the manner of treating windows and doors of Units;
- (d) the type of bars, screens (whether security screens or insect screens), grilles, locks or other safety devices on the interior or exterior of external windows and doors in Units;
- (e) the external appearance of Units;
- (f) the appearance of the Building; and
- (g) any other matter determined by the Owners Corporation.

#### 7.2 Amending or replacing Rules

- (a) The Owners Corporation may amend or replace a Rule by seeking the relevant special resolution and registering the amendment.
- (b) The Owners Corporation must display a new or amended Rule on the website for the Building for at least 7 days or send a copy to each Owner.
- (c) Owners must send a copy of a new Rule to the Occupier of their Unit within 7 days of receiving a copy from the Owners Corporation.

#### 7.3 Owners and Occupiers bound

Owners and Occupiers are bound by registered Rules and must comply with them at all times.

### 8. PROVISION OF AMENITIES OR SERVICES

#### 8.1 Owners Corporation may contract out

The Owners Corporation may determine to enter into arrangements for the provision of amenities or services to one or more of the Units, or to one or more Owners, including (this list is not exhaustive):

- (a) window cleaning and general cleaning of common areas;
- (b) Waste disposal and recycling services;
- (c) electricity, water or gas supply;
- (d) security; and
- (e) telecommunication services.

#### 8.2 Services fee

The Owners Corporation may charge Owners for providing an amenity or a service.

## **9. REMEDY AGAINST OWNER**

### **9.1 Rights of the Owners Corporation**

- (a) At its election, the Owners Corporation may perform an obligation which an Owner has failed to perform.
- (b) In carrying out its Functions in this rule, the Owners Corporation may:
  - (i) enter and remain on the Unit for as long as it is necessary;
  - (ii) carry out the act or thing; and
  - (iii) recover appropriate costs from the Owner of the Unit.
- (c) The Owners Corporation may recover monies owing to it under this rule as a debt in any competent court of jurisdiction.
- (d) During the period an amount payable under this rule remains unpaid by the Owner, interest on that unpaid amount is payable to the Owners Corporation by the Owner, such interest to be payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.
- (e) The Owners Corporation may, through the Executive Committee and in accordance with the Management Act, issue a rule infringement notice requiring a person to remedy the infringement and pursuant to Section 110 of the Management Act it is an offence to not comply with the notice.

**SECTION 5 - RIGHTS AND CONDUCT OF OWNERS**

**10. APPLICATIONS, COMPLAINTS AND REPORTING**

**10.1 Obligations of Owners**

An application or complaint or reporting of an activity to the Owners Corporation, unless stated otherwise in a rule must be made or reported in writing to:

- (a) the Managing Agent, if one has been appointed; or
- (b) to a member of the Executive Committee.

**11. ELECTRONIC NOTICES**

**11.1 Obligations of Owners**

An Owner shall;

- (a) provide the Owners Corporation with an email address to contact the relevant Unit Owner; or
- (b) provide the Owners Corporation with written notice that they do not have an email address and provide a postal address for service of notices from the Owners Corporation, the Managing Agent and the Executive Committee.

On receipt of an email address from an Owner (as updated from time to time) the Owner agrees to accept service of notices from the Owners Corporation, the Managing Agent and the Executive Committee.

A notice sent by email will be deemed to be received by the Owner at the time it was sent and if not sent before 5.00pm on a business day, on the next business day.

**12. LEASE OR LICENCE OF UNITS**

**12.1 Obligations of Owners**

Owners:

- (a) must ensure the Occupier of their Unit has a copy of the most recent version of the Rules (including all amendments or changes from time to time);
- (b) must act promptly to comply with all notices the Owner may receive from the Owners Corporation, the Executive Committee or the Managing Agent, regarding the Occupier of the Unit;
- (c) must take all reasonable action available to ensure the Occupier of the Unit complies with the Rules;
- (d) must ensure the term of the lease does not contravene any Rule, Law or Development Consent; and
- (e) must take all reasonable action available to ensure the Occupier of their Unit complies with all notices the Occupier receives from the Owners Corporation, and/or the Managing Agent in connection with the Occupier's use and occupation of the Unit.

**12.2 Obligations of Occupiers**

Occupiers:

- (a) must comply with the Rules;

- (b) must promptly comply with all notices it receives from the Owners Corporation, the Executive Committee and/or the Managing Agent;
- (c) when requested to do so, must give the Owners Corporation a copy of its Tenancy Agreement and any details required by the Owners Corporation's insurer;
- (d) when requested to do so, must promptly give the Owners Corporation, the Occupier's contact details (name, telephone number, mobile number, address and email address); and
- (e) when requested to do so, must promptly give the Owners Corporation the Occupier's photo identification.

### **13. COMPENSATION TO OWNERS CORPORATION**

#### **13.1 Damage**

Owners:

- (a) must compensate the Owners Corporation for any damage to Common Property or any property vested in the Owners Corporation caused by them or their Invitees; and
- (b) must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of any act or omission of the Owner or the Owner's Invitees.

#### **13.2 Costs**

Costs incurred by the Owners Corporation under this rule (including legal costs and disbursements on an indemnity basis) may be recovered as a debt due and owing to the Owners Corporation, together with interest, such interest being payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

### **14. LAWS AND REQUIREMENTS**

#### **14.1 Obligations of Owners**

When in the Building, occupying their Unit, or exercising a right, carrying out an obligation or performing a function under these rules, Owners must:

- (a) comply with the requirements of all Laws and the requirements of, and notices from, all Authorities;
- (b) obtain and comply with all relevant Development Consents;
- (c) if Development Consent is required to conduct an activity on their Unit, not conduct that activity without that Development Consent;
- (d) not use or occupy their Unit, or permit any other person to do so, in contravention of a Law or without the requisite Development Consent;
- (e) comply with a notice issued to them by the Owners Corporation seeking them or their Invitees to comply with, or to desist from breaching:
  - (i) a Law;
  - (ii) a requirement of, or notice issued by, an Authority; or
  - (iii) a condition in a Development Consent;
- (f) ensure their Invitees:

- (i) comply with the requirements of all Laws and Authorities applicable to, or to the use of, their Unit or the Building; and
- (ii) comply with a Development Consent applicable to, or to the use of, their Unit or the Building.

## **15. INVITEES**

### **15.1 Obligations of Owners**

- (a) Owners must take all reasonable steps to ensure their Invitees comply with the Rules.
- (b) If an Owner cannot comply with rule 15.1(a), then that Owner must:
  - (i) withdraw their consent to their Invitee being on or remaining in the Building; and
  - (ii) request that Invitee immediately leave the Building.
- (c) If the Rules prohibit an Owner from doing a thing, the Owner must not allow or cause their Invitee to do that thing.
- (d) Owners must ensure their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Invitee in the Building.

## **16. SIGNS**

### **16.1 Prohibited**

Owners must not fix a Sign to or on Common Property or external to a Unit. Signs within a Unit are permitted provided they are not inconsistent with the visual aesthetics of the Building.

### **16.2 Qualification**

The provisions of this rule do not apply to a Sign fixed on any part of the Building pursuant to the right to do so under a Common Property Rights Rule or Easement.

## **17. INSURANCE PREMIUMS**

### **17.1 Obligations of Owners**

- (a) Unless there is prior written consent of the Owners Corporation, Owners may not do or permit anything which may invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.
- (b) Owners must immediately notify the Owners Corporation of any activity carried out, intended to be carried out or permitted to be carried out on their Unit which may increase the premiums for the insurances held by the Owners Corporation.
- (c) Owners must provide all reasonable information promptly following a request by the Managing Agent or the Executive Committee, as required by the Owners Corporation's insurers in relation to the Unit and its Occupiers.

### **17.2 Owner liable**

- (a) Consent under rule 17.1(a) allows the Owners Corporation to require an Owner to reimburse the Owners Corporation for the higher premiums or any excess.
- (b) Owners must pay the amount by which an insurance premium may increase as a result of an activity being carried out on that Owner's Unit. The increased amount must be paid from time to time on demand from

the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

**18. KEEPING OF PETS**

**18.1 Pet Register**

The Owners Corporation must establish and keep at all times a Pet Register recording all relevant information it has received in connection with pets kept in the Building.

**18.2 Permitted**

- (a) Subject to this rule 18, Owners may be accompanied by one dog or one cat provided they are:
  - (i) on the Unit at the same time as the pet; and
  - (ii) not selling or providing food from their Unit.
- (b) A pet permitted under this rule must be recorded on the Pet Register, including Accredited Assistance Animals and Guide Dogs.
- (c) The right to keep a pet on a Unit includes the right to access parts of Common Property for the purposes of taking the pet to and from the Unit.

**18.3 Notification**

Owners who keep or intend to keep a pet on their Unit must give the Owners Corporation the following information for inclusion in the Pet Register:

- (a) its species;
- (b) its breed;
- (c) its name;
- (d) its sex;
- (e) a photograph sufficient to identify it;
- (f) its microchip number;
- (g) whether it has been spayed or neutered; and
- (h) evidence it has been registered with the appropriate Authority.

**18.4 Prohibited**

The following are not permitted to visit or be kept in a Unit or Common Property:

- (a) an animal that does not satisfy the requirements of rule 18.2 with the exception of Accredited Assistance Animals and Guide Dogs (which animals are permitted notwithstanding non-compliance with rule 18.2(b));
- (b) a dog that is vicious or aggressive;
- (c) a dog that is not registered with the appropriate Authority;
- (d) a dog which is declared dangerous under the *Domestic Animals Act 2000 (ACT)*; or

- (e) a dog which the Australian Government prohibits from importation into Australia.

### **18.5 Obligations of Owners**

In relation to a pet owned or in the care of an Owner or owned or in the care of an Invitee of an Owner, the Owner must:

- (a) clean up all excrement or refuse left upon Common Property by the pet;
- (b) make good, or bear the cost of making good, damage to Common Property by the pet;
- (c) ensure the pet is under control or otherwise contained when on Common Property;
- (d) ensure the pet does not cause annoyance, disturbance or nuisance to other Owners;
- (e) ensure the pet does not wander onto another Owner's Unit or onto Common Property;
- (f) ensure the pet is not left on the Unit or the Building in the absence of the Owner;
- (g) ensure the living quarters of the pet are maintained in a manner to prevent odours escaping from the Unit; and
- (h) ensure the pet's waste is treated and disposed of in accordance with the Rules and, without limiting the generality of this rule, ensure:
  - (i) all waste from the pet is double-bagged or placed in large, strong bags; and
  - (ii) litter is not placed in toilets.

### **18.6 Right to keep**

Subject only to rule 18.7, Owners are entitled to keep for the balance of its life, any pet on the Pet Register, notwithstanding anything else to the contrary in the Rules.

### **18.7 Compliance**

- (a) If the Owners Corporation, acting reasonably, forms the view:
  - (i) a pet is or has become vicious or aggressive; or
  - (ii) there is a breach of any part of rule 18.5 on a continuing basis,the Owners Corporation may serve a notice on the Owner of the Unit containing that pet requesting that the pet is permanently removed from the Building.
- (b) An Owner who has received a notice from the Owners Corporation under rule 18.7(a) must comply with the requirements of the notice within 14 days of receiving it.

## SECTION 6 –WORK

### 19. WORK TO WHICH THIS SECTION APPLIES

#### 19.1 Work

This Section applies to:

- (a) Minor Renovations; and
- (b) Major Renovations.

### 20. APPROVAL

#### 20.1 Approval required

- (a) Owners must not carry out or commence to carry out Work without following the procedures in this Section.
- (b) Minor Renovations may only be carried out with the approval of the Executive Committee and by otherwise following the procedures in this Section.
- (c) Major Renovations may only be carried out with the approval of the Owners Corporation in general meeting by way of special resolution (and if necessary supported by the relevant rule) and by otherwise following the procedures in this Section.

### 21. MINOR RENOVATIONS

#### 21.1 Approval to Minor Renovations

- (a) The approval of the Executive Committee may be given subject to reasonable conditions and cannot be unreasonably withheld.
- (b) If the work is installing or replacing wood or hard floors, the Executive Committee may require as a condition of its approval a report from a properly qualified consultant specifying the proposed acoustic treatment together with certification from the consultant once the work is completed.

#### 21.2 The application

The application for approval to Minor Renovations must include the following:

- (a) any reasonable fee prescribed by the Owners Corporation;
- (b) a general description of the proposed work; and
- (c) if relevant, information on the type, make and size of machinery the subject of the work (including details of manufacturers and suppliers).

#### 21.3 Access to Common Property

Owners who have received approval to carry out Minor Renovations may access all relevant parts of Common Property for such reasonable time as may be necessary to carry out the work (or for such time as nominated in an approval).

#### **21.4 Conditions when carrying out Minor Renovations**

When carrying out Minor Renovations, Owners must:

- (a) comply with the reasonable requirements in the conditions in any consent from the Executive Committee;
- (b) ensure the work is carried out in a competent and proper manner;
- (c) use only qualified and, where appropriate, licensed tradesmen;
- (d) ensure the work is carried out without undue delay;
- (e) ensure no materials, tools, rubbish or debris are left lying on Common Property;
- (f) cause as little disturbance as is practicable to other Owners;
- (g) ensure any damage caused to any part of the Common Property by carrying out the work is repaired;
- (h) ensure any damage to the property of another Owner by carrying out the work is properly repaired in a satisfactory, good and workmanlike manner; and
- (i) ensure the work is only carried out within the times permitted by a Development Consent or if there is no Development Consent within times reasonably prescribed by the Owners Corporation.

#### **21.5 Completion of Minor Renovations**

On completion of Minor Renovations, Owners must:

- (a) ensure all rubbish and debris caused by the work is removed from the Building and environs;
- (b) ensure Common Property is left clean and tidy; and
- (c) notify the Executive Committee on completion of the Works.

### **22. MAJOR RENOVATIONS**

#### **22.1 The application**

The application for approval to Major Renovations must include the following:

- (a) a draft of the special resolution sought by the Owner authorising the carrying out of the work;
- (b) if the ongoing maintenance of Common Property affected by or the subject of the work is to be the responsibility of the Owner;
  - (i) a draft of the rule to this effect;
  - (ii) the Owner's written consent to the making of the rule; and
  - (iii) any fee prescribed by the Owners Corporation for making the rule;
- (c) any fee prescribed by the Owners Corporation for approving the work;
- (d) a general description of the work;
- (e) detailed plans and specifications of the work;

- (f) if relevant, a report from a properly qualified engineer concerning the impact of the work on the structural integrity of the Building;
- (g) if relevant, information on the type, make and size of machinery the subject of the work (including details of manufacturers and suppliers);
- (h) information on all approvals, consents and permits required for the work;
- (i) copies of all approvals, consents and permits obtained for the work;
- (j) details of persons carrying out the work, including qualifications of the party appointed to supervise the work; and
- (k) arrangements to manage any resulting rubbish or debris.

## **22.2 Bond**

In processing an application for Major Renovations, the Owners Corporation may require the payment of a bond:

- (a) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation as a result of the work;
- (b) to be applied by the Owners Corporation towards rectification of possible damage to Common Property as a result of the work; or
- (c) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its Functions associated with the work.

## **22.3 Pre-conditions to commencing Major Renovations**

Major Renovations may not commence unless:

- (a) the relevant approval of the Owners Corporation has been obtained to the work;
- (b) (if applicable) the appropriate rule has been registered;
- (c) (if applicable) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;
- (d) (if applicable) all relevant insurances are in place and copies of the policy and the certificate of currency provided to the Owners Corporation;
- (e) (if applicable) the bond required by the Owners Corporation, has been paid to the Owners Corporation;
- (f) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the work;
- (g) the Owners Corporation has been given details of the builder/contractor carrying out the work (and a point of contact (including name and telephone number));
- (h) any fee required by the Owners Corporation in connection with the work has been paid; and
- (i) all reasonable fees requested by the Owners Corporation have been paid for:
  - (i) reviewing the proposal (including legal and consultant's fees);
  - (ii) convening any relevant meeting (including the Managing Agent's fees); and

- (iii) registering the relevant rule.

#### **22.4 Access to Common Property**

Owners who have received approval to carry out Major Renovations may access all relevant parts of Common Property for such reasonable time as may be necessary to carry out the work (or for such time as nominated in an approval).

#### **22.5 Conditions when carrying out Major Renovations**

When carrying out Major Renovations, Owners must:

- (a) comply with the reasonable requirements of the Owners Corporation and the conditions in any consent from the Owners Corporation;
- (b) ensure the work is carried out in a competent and proper manner;
- (c) use only qualified and, where appropriate, licensed tradesmen;
- (d) ensure the work is carried out without undue delay;
- (e) ensure no materials, tools, rubbish or debris are left lying on Common Property;
- (f) cause as little disturbance as is practicable to other Owners;
- (g) ensure any damage caused to any part of the Common Property by carrying out the work is repaired;
- (h) ensure any damage to the property of another Owner by carrying out the work is repaired; and
- (i) ensure the work is only carried out within the times permitted by any Development Consent or if there is no Development Consent within times reasonably prescribed by the Owners Corporation.

#### **22.6 Completion of Major Renovations**

On completion of Major Renovations, Owners must:

- (a) ensure all rubbish and debris caused by the work is removed from the Building and environs;
- (b) ensure Common Property is left clean and tidy;
- (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the work;
- (d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed work does not impact on the structural integrity of the Building;
- (d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed work complies with all approvals and consents; ; and
- (e) notify the Executive Committee on completion of the Works.

#### **22.7 Work must comply with Laws and requirements of Authorities**

Owners who have carried out Work must ensure the completed work complies with the requirements of all Laws and Authorities and does not result in the Owners Corporation breaching a Law or the requirement of a Authority.

## **22.8 Indemnity**

Owners who have carried out Work agree to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

- (a) as a result of the work (including costs to approve the work); and
- (b) arising out of damage to property (including Common Property) or injury to persons as a result of the work or resulting from the work once completed.

## **22.9 Right of Owners Corporation to remedy**

At its election, the Owners Corporation may:

- (a) perform an obligation relating to the carrying out of Work which an Owner has failed to perform within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of a Unit to carry out a Function in this rule; and
- (c) recover its costs incurred in carrying out its Functions in this rule (including legal costs and disbursements on an indemnity basis) as a debt due and owing to the Owners Corporation, together with interest, such interest being payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

## **22.10 Future alterations to Work**

Owners must not make alterations, additions or modifications to Work, once completed, without following the procedures in this rule.

## **22.11 Work not permitted to remain**

Owners may not keep on their Unit or Common Property Work which has not been approved in accordance with this Section.

## **22.12 Development Consent**

Consent by the Owners Corporation to a Development Application must not be regarded as consent by the Owners Corporation to carry out the Work the subject of the Development Application.

## **23. GENERAL**

### **23.1 Occupiers**

- (a) References in this Section to “Owner” do not include the Occupier of the Unit.
- (b) Occupiers are not permitted to, and must not, carry out Work of any kind. Any arrangements between Occupiers and Owners relating to Work are matters to be addressed between themselves provided they are consistent with the Rules.

## SECTION 7 – COMMON PROPERTY RIGHTS RULES

### 24. ABOUT THE RULES IN THIS SECTION

#### 24.1 What Common Property Rights Rules do

- (a) A Common Property Rights Rule confers on the Owner of the Unit the subject of the rule:
  - (i) a right of exclusive use and enjoyment of the whole or a specified part of the Common Property;  
or
  - (ii) special privileges in respect of the whole or a specified part of the Common Property.
- (b) An Owner with the benefit of a Common Property Rights Rule may allow the Occupier of their Unit to exercise the rights of the Owner under the rule. The Owner remains responsible to the Owners Corporation to comply with the rule.
- (c) A Common Property Rights Rule, so far as it relates to a Unit, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of the Unit.
- (d) The approval of the Owner with the benefit of a Common Property Rights Rule must be obtained to the creation of an Easement which affects or relates to the Common Property the subject of the rule. Approval must not be unreasonably withheld if the proposed Easement does not impact adversely on the rights of the Owner under the rule or the Owner's use of the Common Property the subject of the rule.

#### 24.2 Inconsistency with other rules

If there is inconsistency between a Common Property Rights Rule and any other rule, the Common Property Rights Rule prevails to the extent of the inconsistency.

### 25. EXCLUSIVE USE AND SPECIAL PRIVILEGES

#### 25.1 Common Property Rights Table

- (a) Section 8 contains the Common Property Rights Table which:
  - (i) describes the exclusive use rights and special privileges;
  - (ii) identifies those Units for which the Owner has an exclusive use right or special privilege;
  - (iii) identifies the party with the maintenance and repair responsibility in respect of those rights and privileges.
- (b) Reference to a "column" is a reference to a column in the Common Property Rights Table.

#### 25.2 Exclusive use and special privilege

The Owner of the Unit identified in column 3 has the exclusive use rights or special privileges described in column 2.

#### 25.3 Maintenance and repair

- (a) The party identified in column 4 is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, Common Property the subject of the exclusive right or special privilege.
- (b) Where the Owners Corporation has the maintenance and repair responsibility:

- (i) in accordance with its right to do so under section 30 and section 78 (2) (b) of the Management Act, the Owners Corporation may charge a fee to each Benefited Unit Owner who has the exclusive use right or special privilege in the manner provided by this Section;
  - (ii) if there is more than one Benefited Unit, each Benefited Unit Owner must pay that fee according to the proportion the unit entitlement of its Unit bears to the aggregate unit entitlement of all Units having the exclusive use or special privilege; and
  - (iii) the Owners Corporation must determine and recover the monies in the manner provided by rule 9 and the Management Act.
- (c) Unless specified otherwise, the Owners Corporation is responsible for the structural maintenance and repair of Common Property the subject of the exclusive use or special privilege.
- (d) Unless specified otherwise, a Benefited Unit Owner who has carried out Works is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, those Works.

#### **25.4 Other obligations**

- (a) A Benefited Unit Owner with the responsibility for the maintenance and repair of an item of Common Property must:
- (i) regularly clean the item;
  - (ii) keep it in a state of good and serviceable repair;
  - (iii) replace it when it is appropriate to do so, either from a practical, aesthetic or safety perspective;
  - (iv) where it would be usual or good practice to do so, have in place a maintenance contract for the item;
  - (v) where it would be usual or good practice to do so, or the requirement of a Law or an Authority to do so, cause to have prepared the required certificates for the item;
  - (vi) insure the item;
  - (vii) pay all electricity costs (where relevant) and water meter costs (where relevant) in connection with the item; and
  - (viii) comply with the requirements of, and notices issued pursuant to or by, all Laws and Authorities in connection with the item.
- (b) Except as permitted by this rule, nothing in this Section gives a Benefited Unit Owner the right to make alterations, additions or changes to Common Property.

#### **25.5 Rights**

A Benefited Unit Owner has the following additional special privileges:

- (a) to renew or replace the item with an item of an identical style, size, shape, colour and in an identical position as the original item;
- (b) to access all relevant parts of Common Property for such time as may be necessary for the purposes of carrying out a Function in these rules; and
- (c) to penetrate all relevant parts of Common Property for the purposes of carrying out a Function in this Section.

## **25.6 Consent of the Owners Corporation**

If the consent of the Owners Corporation is required before a Benefited Unit Owner can carry out a Function in a rule:

- (a) the Owners Corporation may not unreasonably withhold its consent; and
- (b) the role of the Owners Corporation is procedural only and the Owners Corporation does not take responsibility for the adequacy or appropriateness of a consent it may grant.

## **26. PROCEDURES FOR COST RECOVERY BY OWNERS CORPORATION**

### **26.1 When this rule applies**

This rule applies if rule 25.3(b) applies.

### **26.2 Obligations of Owners Corporation**

- (a) At each annual general meeting, the Owners Corporation:
  - (i) must estimate how much money it will need to meet its obligations under rule 25.3 for the next 12 months ; and
  - (ii) based on those estimates must make a determination of the amount to be paid by each Benefited Unit Owner in accordance with rule 25.3(b).
- (b) When preparing the estimates, the Owners Corporation may include an amount to cover the estimated long term expenditure.
- (c) Following each annual general meeting, the Owners Corporation must give each Benefited Unit Owner regular invoices for the 12 month period following the meeting based on the determination made at the meeting.
- (d) Invoices to each Benefited Unit Owner for each 12 month period:
  - (i) must be based on the determination made at the relevant meeting; and
  - (ii) must set out the time for payment (which must be in advance and which may be either quarterly at the same time as contributions to the administrative fund and the capital works fund or such other period as reasonably determined by the Owners Corporation).
- (e) If expenditure for a 12 month period exceeds the amount determined for that period, then the Owners Corporation may issue additional invoices to cover that expenditure.
- (f) If expenditure for a 12 month period is less than the amount determined for that period, then unless otherwise directed by a majority of Benefited Unit Owners, the Owners Corporation will roll over the surplus for the following periods.
- (g) The Owners Corporation:
  - (i) must deposit in the appropriate account the amounts collected by it;
  - (ii) must keep proper records and books of account of matters in connection with its obligations in this Section; and
  - (iii) if an auditor is appointed, must have the income and expenditure the subject of this Section audited in the same manner as other expenditures of the Owners Corporation.

### **26.3 Obligations of Benefited Unit Owners**

- (a) Each Benefited Unit Owner:
  - (i) must pay the Owners Corporation on time each invoice issued to it by the Owners Corporation under this Section;
  - (ii) must give the Owners Corporation access to the Common Property Items to enable the Owners Corporation to carry out its Functions in this Section and otherwise as required by the Management Act; and
  - (iii) must indemnify the Owners Corporation and keep it indemnified for all costs incurred by the Owners Corporation in carrying out its Functions in this Section in the same proportion it is required to contribute to the cost of the Common Property Item.
- (b) A Benefited Unit Owner must pay interest on each invoice which remains unpaid by it at the end of one month after it becomes due for payment at the same rate and in the same manner as unpaid contributions levied by the Owners Corporation.

### **26.4 Rights of Owners Corporation**

The Owners Corporation may recover as a debt due and owing in any court of competent jurisdiction (together with interest and legal costs and disbursements on an indemnity basis) any invoice which remains unpaid at the end of one month after it becomes due for payment.

### **26.5 Purchasers**

If a person becomes the Owner of a Benefited Unit at a time when the former Owner is liable to pay money to the Owners Corporation under this Section, the person who becomes the new Owner is jointly and severally liable with the former Owner to pay the money to the Owners Corporation.

## **27. USE OF UNIT**

### **27.1 Obligation of Benefited Unit Owner**

When exercising their Functions, a Benefited Unit Owner:

- (a) must not use their Unit for any unlawful purpose prohibited by Law;
- (b) must procure all relevant approvals; and
- (c) if required to do so, must provide a copy of all approvals to the Owners Corporation.

## **28. SIGNS**

### **28.1 Information to Owners Corporation**

Prior to installing a Sign, a Benefited Unit Owner must give the Owners Corporation the following information:

- (a) a detailed description of it; and
- (b) plans and specifications of it and its location on and impact on Common Property.

### **28.2 Conditions**

A Sign must not be installed:

- (a) If it is inconsistent with the design principles developed by the Owners Corporation and enshrined in the Signage Policy as updated from time to time, to ensure architectural and aesthetic consistency is

maintained within the common areas (see the Design Principles and Signage Policy available here – [http://www.manukaarcade.com.au/owner\\_occupier/design-principles-and-signage-policy/](http://www.manukaarcade.com.au/owner_occupier/design-principles-and-signage-policy/));

- (b) on any part of the Common Property where it may be dangerous or likely to cause a nuisance or hazard to Owners; or
- (c) in the event the sign is not adequately maintained or relevant contributions required to be made are not made.

### **28.3 Transitional Arrangements**

For existing signs in place prior to the adoption of the Signage Policy in July 2017, condition 28.2.(a) will not be enforced by the Owners Corporation until in the case of a lease unit, the current expiry date of the relevant occupier's Lease provided the commencement date of the lease was prior to July 2017, or in the case of an owner occupier within 12 months from the date of registration of these Rules. All other inconsistent signs must be replaced with new signs subject to the terms of the Signage Policy and conditions 28.1 and 28.2 (b) and (c).

### **28.4 Obligations of Benefited Unit Owners**

When installing any Sign, Benefited Unit Owners must:

- (a) ensure the location, material and content of the sign meets the design criteria stipulated in the Signage Policy;
- (b) ensure the work is carried out in a competent and proper manner;
- (c) use only qualified and, where appropriate, licensed tradesmen;
- (d) ensure the work is carried out without undue delay;
- (e) ensure no materials, tools, rubbish or debris are left lying on Common Property;
- (f) cause as little disturbance as is practicable to other Owners;
- (g) ensure any damage caused to any part of the Common Property by carrying out the work is repaired; and
- (h) ensure any damage to the property of another Owner by carrying out the work is repaired.

## **29. SERVICES APPARATUS**

### **29.1 Information to Owners Corporation**

Prior to installing an item of Services Apparatus, the Benefited Unit Owner must give the Owners Corporation the following information:

- (a) a detailed description of it; and
- (b) plans and specifications of it and its location on and impact on Common Property

### **29.2 Conditions**

An item of Services Apparatus must not be installed:

- (a) on any part of the Common Property usually used by Owners; and
- (b) on any part of the Common Property where it may be dangerous or likely to cause a nuisance or hazard to Owners.

### **29.3 Obligations of Benefited Unit Owners**

When installing any item of Services Apparatus, Benefited Unit Owners must:

- (a) ensure the work is carried out in a competent and proper manner;
- (b) use only qualified and, where appropriate, licensed tradesmen;
- (c) ensure the work is carried out without undue delay;
- (d) ensure no materials, tools, rubbish or debris are left lying on Common Property;
- (e) cause as little disturbance as is practicable to other Owners;
- (f) ensure any damage caused to any part of the Common Property by carrying out the work is repaired; and
- (g) ensure any damage to the property of another Owner by carrying out the work is repaired.

## **30. AIR CONDITIONING**

### **30.1 Information to Owners Corporation**

Prior to installing air conditioning in the Benefited Unit, the Benefited Unit Owner must give the Owners Corporation plans and specifications of air conditioning unit, compressor and all associated Services Apparatus, and their location on and impact on Common Property.

### **30.2 Conditions**

An air conditioning unit, compressor and all its associated Services Apparatus must not be installed:

- (a) on any part of the Common Property usually used by Owners; and
- (b) on any part of the Common Property where it may be dangerous or likely to cause a nuisance or hazard to Owners.

### **30.3 Obligations of Benefited Unit Owners**

When installing an air conditioning unit, compressor and all associated Services Apparatus, Benefited Unit Owners must:

- (a) ensure the work is carried out in a competent and proper manner;
- (b) use only qualified and, where appropriate, licensed tradesmen;
- (c) ensure the work is carried out without undue delay;
- (d) ensure no materials, tools, rubbish or debris are left lying on Common Property;
- (e) cause as little disturbance as is practicable to other Owners;
- (f) ensure any damage caused to any part of the Common Property by carrying out the work is repaired; and
- (g) ensure any damage to the property of another Owner by carrying out the work is repaired.

**31. GREASE ARRESTER**

**31.1 Information to Owners Corporation**

Prior to installing an item of Services Apparatus to connect the Benefited Unit to the grease arrester, the Benefited Unit Owner must give the Owners Corporation plans and specifications of the Services Apparatus and its location on and impact on Common Property.

**31.2 Conditions**

An item of Services Apparatus to connect to the grease arrester must not be installed:

- (a) on any part of the Common Property usually used by Owners; and
- (b) on any part of the Common Property where it may be dangerous or likely to cause a nuisance or hazard to Owners.

**31.3 Obligations of Benefited Unit Owners**

When installing any item of Services Apparatus to connect to the grease arrester, Benefited Unit Owners must:

- (a) ensure the work is carried out in a competent and proper manner;
- (b) use only qualified and, where appropriate, licensed tradesmen;
- (c) ensure the work is carried out without undue delay;
- (d) ensure no materials, tools, rubbish or debris are left lying on Common Property;
- (e) cause as little disturbance as is practicable to other Owners;
- (f) ensure any damage caused to any part of the Common Property by carrying out the work is repaired; and
- (g) ensure any damage to the property of another Owner by carrying out the work is repaired.

**32. EXTERNAL FITTINGS AND FIXTURES**

**32.1 Information to Owners Corporation**

Prior to installing an External Fitting or fixture to benefit the Benefited Unit, the Benefited Unit Owner must give the Owners Corporation plans and specifications of the relevant fitting or fixture and its intended location on and impact on Common Property.

**32.2 Conditions**

An External Fitting or fixture must not be installed:

- (a) on any part of the Common Property usually used by Owners;
- (b) on any part of the Common Property not directly in front of the relevant Unit; and
- (c) on any part of the Common Property where it may be dangerous or likely to cause a nuisance or hazard to Owners or Occupiers.

**32.3 Obligations of Benefited Unit Owners**

When installing any external fitting or fixture, Benefited Unit Owners must:

- (a) ensure the work is carried out in a competent and proper manner;
- (b) use only qualified and, where appropriate, licensed tradesmen;
- (c) ensure the work is carried out without undue delay;
- (d) ensure no materials, tools, rubbish or debris are left lying on Common Property;
- (e) cause as little disturbance as is practicable to other Owners;
- (f) ensure any damage caused to any part of the Common Property by carrying out the work is repaired; and
- (g) ensure any damage to the property of another Owner by carrying out the work is repaired.

### **33. DELIVERIES**

#### **33.1 Information to Owners Corporation**

Prior to regularly using any common area for the acceptance of deliveries where such use may impact the use of such area by other Owners, including where the use is inconsistent with the visual aesthetics of the Building, an Owner must give the Owners Corporation details and specifications of the proposed deliveries and seek the approval of the Executive Committee which may be granted on conditions.

#### **33.2 Conditions**

Regular deliveries may only be received by Benefited Unit Owners in the areas approved and Benefited Unit Owners must use their best endeavours to ensure that the deliveries are:

- (a) Removed prior to 9.00 am or within one hour of delivery;
- (b) Not transferred up stairs via trolleys;
- (c) Not impeding access to the stairs or passageways at any time to ensure compliance with fire safety requirements; and
- (d) Not placed where it may be dangerous or likely to cause a nuisance or hazard to Owners.

### **34. SEATING AND DISPLAYS**

#### **34.1 Information to Owners Corporation**

Prior to erecting temporary external items such as table and chair seating or merchandise displays to benefit the Benefited Unit, the Benefited Unit Owner must give the Owners Corporation plans and specifications of the relevant seating or display and its intended location on and impact on Common Property.

#### **34.2 Conditions**

Such seating or display must not be installed:

- (a) on any part of the Common Property not directly in front of the relevant Unit; and
- (b) on any part of the Common Property where it may be dangerous or likely to cause a nuisance or hazard to Owners.

#### **34.3 Obligations of Benefited Unit Owners**

When erecting any external temporary seating or displays, the Benefited Unit Owners must:

- (a) Remove the seating or display when the relevant business is not trading;
- (b) Ensure the seating or display is only within the designated area for the Benefited Unit; and
- (c) Ensure the seating or display cause no safety hazards or interference with flow through traffic in the arcade or unreasonable impediment to the trading opportunities of adjacent owners in terms of display areas and access to the relevant Unit.

## **35. ALARM AND SECURITY SYSTEMS**

### **35.1 Information to Owners Corporation**

Prior to installing an intruder alarm in their Unit or on Common Property which emits an audible signal, a Benefited Unit Owner must give the Owners Corporation contact details for the relevant keyholder who can attend the premises and deactivate the alarm.

### **35.2 Installation of CCTV systems**

A Unit Owner may install a discreet CCTV system in their Unit or on Common Property immediately adjacent to their unit provided that:

- (a) the coverage of the system does not include other units unless written permission is obtained from the other Unit Owners,
- (b) the Benefited Unit Owner must comply with all applicable legislation and regulation regarding the use of such systems, and
- (c) the Benefited Unit Owner agrees to provide access to recorded materials in the event of a request by the Executive Committee relating to an incident on the common property.

## **36. TOILETS**

### **36.1 USE OF TOILETS**

The common area Toilets are provided for the use of the Owner, Occupier or User of a Unit. Access shall be restricted by key locks or other similar means. No Owner, Occupier or User is entitled to interfere with the operation of any access mechanisms.

## **37. GENERAL OBLIGATION OF OWNERS CORPORATION**

### **37.1 Consent**

By the registration of these rules, the Owners Corporation is regarded as having consented to each and every application, plan and report required by an Owner with the benefit of a rule in the Common Property Rights Rule Table to enable that Owner to exercise its Functions in that rule.

### **37.2 Endorsement of Consent**

Within 14 days of a request from an Owner with the benefit of a rule in the Common Property Rights Rule Table to do so, the Owners Corporation must endorse its consent on every application, plan and report to enable that Owner to exercise its Functions in that rule.

## SECTION 8 – COMMON PROPERTY RIGHTS TABLE

Column 1	Column 2	Column 3	Column 4
No.	Exclusive use or special privilege	Benefited Unit	Party responsible for maintenance and repair
1.	<p>Special privilege:</p> <ul style="list-style-type: none"> <li>to fix a Sign or Signs to that part of the Common Property adjacent to or near the Benefited Unit as designated in the Signage Policy;</li> <li>to fix a Sign or Signs on the glass of the shop front of its Benefited Unit; and</li> <li>to apply for and obtain all relevant approvals and certifications to enable it to erect its Signs,</li> </ul> <p>subject to the conditions in rule 28.</p> <p>Exclusive use of:</p> <ul style="list-style-type: none"> <li>each Sign (to the extent it comprises Common Property);</li> <li>those parts of the Common Property to which each Sign is attached,</li> </ul> <p>subject to the conditions in rule 28.</p>	All Units	Benefited Unit Owner
2.	<p>Special privilege to install Services Apparatus in the Common Property to provide Services to and from its Unit, subject to the conditions in rule 29.</p> <p>Exclusive use of:</p> <ul style="list-style-type: none"> <li>each item of Services Apparatus it has installed (to the extent it comprises Common Property);</li> <li>those parts of the Common Property to which each item of Services Apparatus is installed,</li> </ul> <p>subject to the conditions in rule 29.</p>	1, 12	Benefited Unit Owner

Column 1	Column 2	Column 3	Column 4
No.	Exclusive use or special privilege	Benefited Unit	Party responsible for maintenance and repair
3.	<p>Special privilege:</p> <ul style="list-style-type: none"> <li>• to connect to and use the grease arrester;</li> <li>• to install in the Common Property Services Apparatus to connect its Unit to the grease arrester,</li> </ul> <p>subject to the conditions in rule 31.</p> <p>Exclusive use of:</p> <ul style="list-style-type: none"> <li>• each item of Services Apparatus it has installed (to the extent it comprises Common Property);</li> <li>• those parts of the Common Property to which each item of Services Apparatus is installed,</li> </ul> <p>subject to the conditions in rule 31.</p>	1,2 and 12	Benefited Unit Owner for Services Apparatus installed by it: and Owners Corporation for the Grease Arrester with its costs recoverable from Benefited Unit Owners (see rule 25.3(b)).
4.	<p>Special privilege:</p> <ul style="list-style-type: none"> <li>• to install in or attach to the Common Property an air conditioning unit, compressor and all associated Services Apparatus,</li> </ul> <p>subject to the conditions in rule 30.</p> <p>Exclusive use of:</p> <ul style="list-style-type: none"> <li>• the air conditioning unit, compressor and all associated Services Apparatus it has installed (to the extent it comprises Common Property); and</li> <li>• those parts of the Common Property to which the air conditioning unit, compressor and all associated Services Apparatus has been installed,</li> </ul> <p>subject to the conditions in rule 30.</p>	All units	Benefited Unit Owner
5.	<p>Special privilege:</p> <ul style="list-style-type: none"> <li>• to install in or attach to the Common Property an External Fitting or fixture,</li> </ul> <p>subject to the conditions in rule 32.</p>	1, 7, 12	Benefited Unit Owners

Column 1	Column 2	Column 3	Column 4
No.	Exclusive use or special privilege	Benefited Unit	Party responsible for maintenance and repair
6.	<p>Special privilege:</p> <ul style="list-style-type: none"> <li>to receive deliveries in the areas immediately adjacent to the Benefited Unit in the stairwell area,</li> </ul> <p>subject to the conditions in rule 33.</p>	1,12	Benefited Unit Owners
7.	<p>Special privilege:</p> <ul style="list-style-type: none"> <li>to install in or attach to the Common Property temporary tables and chairs or displays, extending no further than 600mm from the Unit or Unit Subsidiary boundary,</li> </ul> <p>subject to the conditions in rule 34.</p>	1,2,3,4,5,6,7,8,9,10,11,12	Benefited Unit Owners
9.	<p>Special privilege:</p> <ul style="list-style-type: none"> <li>to use the common area toilets,</li> </ul> <p>subject to the conditions in rule 35.</p>	All Units	Owners Corporation
10	<p>Special privilege:</p> <ul style="list-style-type: none"> <li>to install intruder alarm in their Unit or on Common Property which emits an audible signal</li> <li>to install discreet CCTV on Common Property adjacent to their unit covering the area surrounding their unit.</li> </ul>	All Units	Benefited Unit Owners
11	<p>Special privilege:</p> <ul style="list-style-type: none"> <li>to receive deliveries in the areas immediately adjacent to the Benefited Unit,</li> </ul> <p>subject to the conditions in rule 33.</p>	All Units	Benefited Unit Owners

## SECTION 9 - DICTIONARY AND INTERPRETATION

### 38. DICTIONARY

#### 38.1 Meaning of terms

In these rules, these terms (in any form) mean:

**Animated Sign** includes mechanical moving signs, moving “LED” signs, video/television screens, projected laser signs and other flashing, intermittently illuminated or sequenced lighting signs.

**Accredited Assistance Animal** is a dog or other animal as defined under the *Domestic Animals Act 2000* (ACT).

**Authority** means a Governmental Agency or a statutory, public or other authority having jurisdiction over the Building.

**Balcony** includes balconies, terraces, courtyards, roof top gardens and similar areas comprising part of or attached to a Unit.

**Benefited Unit** means a Unit having the benefit of a Common Property Rights Rule/Special Privilege.

**Benefited Unit Owner** means the Owner of a Unit with the benefit of a Common Property Rights Rule/Special Privilege.

**Benefited Party** means a person or body corporate with the benefit of an Easement.

**Building** means the building or buildings the subject of the Units Plan.

**Building Work** means either Cosmetic Work, Minor Renovations or Major Renovations.

**Business Day** means a day on which banks in the Australian Capital Territory are open for business but does not include a Saturday or a Sunday.

**Rule Instrument** means these rules as registered over the Units Plan within three months of the passing of a special resolution in accordance with the Management Act.

**Rules** means the rules in place from time to time for the Building.

**Common Property** means so much of the Parcel as from time to time is not comprised in a Unit.

**Common Property Rights Rule** means an exclusive use and special privilege rule made in accordance with the Management Act.

**Common Property Rights Rule Work** means work carried out to Common Property pursuant to a right to do so under a Common Property Rights Rule.

**Common Property Rights Table** is the table in Section 9.

**Development Act** means the *Unit Titles Act 2001* (ACT).

**Development Application** means an application for a development consent made under the *Planning and Development Act 2007* (ACT) and includes all amendments and variations to an application.

**Development Consent** means a consent to a Development Application issued under the *Planning and Development Act 2007* (ACT) and includes all amendments and variations to a consent.

**Equipment** includes cables, plant, machinery, equipment and security devices.

**Executive Committee** means the committee appointed by the Owners Corporation in accordance with Part 4 of the Management Act.

**External fitting or fixture** means any item fixed to Common Property such as an awning or roller shutter or fixed table and chair seating.

**Fee** means a fee payable.

**Function** means right, duty or obligation.

**Governmental Agency** means a governmental, semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or other similar entity.

**Invitee** means a person in the Building at the invitation of, under the control of or with the permission of (whether express or implied) the Owners Corporation or an Owner.

**Law** includes a requirement of a statute, rule, regulation, proclamation, planning instrument, ordinance or rule, present or future, whether state or federal.

**Legislation** means the Management Act and the Development Act or as the context requires.

**Major Renovations** means all work which is not Minor Renovations and includes:

- (a) work involving structural changes;
- (b) work which may or is likely to impact on or affect the structural integrity of the Building;
- (c) work that detrimentally affects the safety of a Unit or Common Property, including fire safety systems;
- (d) work that changes the external appearance of a Unit, including the installation of an external access ramp;
- (e) work involving waterproofing or the plumbing or the exhaust system in the Building;
- (f) work which is likely to interfere with the services in the Building;
- (g) the erection of a structure on a Unit or Common Property;
- (h) work that changes the colour of external surfaces of a Unit or the Building; and
- (i) work for which consent or another approval is required under any Act other than the Management Act.

**Management Act** means the *Unit Titles (Management) Act 2011 (ACT)*.

**Managing Agent** means the person appointed by the Owners Corporation under Division 4.2 of the Management Act.

**Minor Renovations** means:

- (a) changing recessed light fittings;
- (b) installing or replacing wood or other hard floors;
- (c) installing or replacing wiring or cabling or power or access points;
- (d) work involving reconfiguring internal walls;
- (e) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;

- (f) installing a reverse cycle split system air conditioner;
- (g) installing a heat pump; and
- (h) installing ceiling insulation;

provided that such work does not involve structural changes, changes to the external appearance of a Unit or the Building, or waterproofing.

**Occupier** means a person in lawful occupation for the time being of a Unit (not being the Owner of the Unit).

**Owner** means the person for the time being recorded in the Register as entitled to an estate in fee simple in the Unit.

**Owners Corporation** means the owners corporation constituted on registration of the Units Plan.

**Parcel** means the land comprising the Units and Common Property the subject of the Units Plan.

**Pet Register** means the pet register the subject of rule 18.1.

**Register** means the register kept by the Registrar-General at ACT Titles Office.

**Restricted Matter** means a matter or class of matter:

- (a) which in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or
- (b) which has been determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

**Rule** means a rule made by the Owners Corporation in accordance with rule 7 (as it may be amended or changed) and these Rules are in addition to the mandatory Default Rules under the Management Act, and to the extent of any inconsistency where permissible under the Management Act Rules 2- 37 prevail to the extent of any inconsistency.

**Security Key** means a key, magnetic card, remote control or other device used to open and close doors, garage doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

**Service** means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air-conditioning, garbage, telephone, telecommunications, television impulses or signals, radios impulses or signals or any other prescribed service.

**Service Contract** means a contract for the provision of services to the Owners Corporation.

**Service Provider** means the party providing the services under a Service Contract.

**Services Apparatus** means:

- (a) any wire, cable, pipe, drain, duct, line, flue, riser or chute through which a Service passes;
- (b) any item of plant or equipment in which a Service is generated, contained or stored (by way of example, motors, storage tanks, cooling towers and air-conditioning units); and
- (c) any item of plant or equipment in which a Service is cleaned or filtered.

**Sign** includes a sign, light, advertisement, name, notice, placard, banner or other similar item about a product, service or activity and includes a sign that advertises a Unit for sale or to let.

**Tenancy Agreement** means an agreement under which an Occupier occupies a Unit.

**Managing Agent** means the person appointed by the Owners Corporation under section 49 of the Management Act.

**Unit** means a Unit in the Units Plan and otherwise has the meaning given to it by the Development Act.

**Units Plan** means the Units Plan to which these rules relate and has the meaning given to it by the Management Act.

**Waste** means garbage refuse and waste.

**Work** means:

- (a) Minor Renovations; and
- (b) Major Renovations.

## **39. INTERPRETATION**

### **39.1 Undefined words**

Undefined words in these rules have the same meaning as they do in the Management Act.

### **39.2 Interpretation**

Reference to:

- (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and rules issued under the later legislation;
- (b) a thing includes the whole or each part of it; and
- (c) the singular includes the plural and vice versa.

### **39.3 Headings**

Headings do not affect the interpretation of the rules.

### **39.4 Severance**

- (a) Subject to rule 39.4 (b):
  - (i) if a rule is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;
  - (ii) if, despite rule 39(a)(i) a rule is still void, voidable, unenforceable or illegal and the rule would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or
  - (iii) in any other case, the whole rule must be severed.
- (b) If an event under rule 39.4(a) occurs, the remainder of these rules continue in full force and effect.

### **39.5 Meaning of Owner**

When used in a rule, Owner includes Occupier unless the rule expressly states otherwise or direct reference is made to Occupier.

**EXECUTION:**

**Dated the**                      **day of**                      **202X**