

SCHEDULE 6: DRAFT BODY CORPORATE OPERATIONAL RULES

DRAFT BODY CORPORATE RULES

Notice of Body Corporate operational rules

Section 105, Unit Titles Act 2010

Applicant(s):

Unit Plan:

Supplementary record sheet:

Notice

The Body Corporate for the Unit title development created by the deposit of the above Unit plan will be subject to the operational rules set out in the schedule of Body Corporate operational rules.

SCHEDULE OF BODY CORPORATE OPERATIONAL RULES

The following rules are in addition to the operational rules set out in Schedule One of the Unit Titles Regulations 2011.

Schedule of Body Corporate Operational Rules

1. An Owner Or Occupier Of A Unit:

Use

- (a) shall only use:
 - (i) Units [**hotel**] (all inclusive) as Temporary Accommodation Units – for short or long term accommodation (“the Accommodation Units”) [To be completed with reference to the final unit plan]; and
 - (ii) Units [**residential**] (all inclusive) for residential purposes.
- (b) shall not use or permit the Unit (or any part thereof) to be used for any purpose which may be illegal or injurious to the reputation of the Building or to the Owners or Occupiers of any other Unit or which may interfere with the peaceful enjoyment of another Unit by the Owner or Occupier thereof or otherwise interfere with the general management of the Building.
- (c) shall observe and comply with the Body Corporate’s mandate relating to the control, management, security, safety, care, operation, cleanliness and use of the Building and the Common Property and the preservation of good order, safety, comfort and enjoyment for the Building’s occupants and visitors.
- (d) [to the extent permitted by law, shall ensure that the [Temporary Accommodation Units], the planting and Common Areas are maintained and secured to a 4 star residential complex standard.]

Animals

- (e) An Owner of a Unit must not, without the prior written consent of the Body Corporate, bring or keep any animal or pet in any Unit or the Common Property, unless it is a fish or small bird. Where consent is otherwise required it shall not be unreasonably or arbitrarily withheld but may be revoked upon written notice if the rights or interests of any other Owner are adversely affected by such animal or pet, including any fish or small bird permitted under this rule.
 - (i) Notwithstanding rule 1(e) 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.
 - (ii) An Owner of any animal or pet permitted under rule 1(e) or any dog permitted under rule 1(e)(i) must ensure that any part of a Unit or the Common Property that is soiled or damaged by that animal or pet must promptly be cleaned or repaired at the cost of the Owner.

Television Aerials

notwithstanding that the exterior walls of the Unit ("Outer Walls") may be within the Unit, shall not make any additions or alterations to the Outer Walls nor attach or affix any Satellite Dish without obtaining the prior written consent of the Body Corporate, it being acknowledged that the Body Corporate is concerned to protect the weather-tightness of the Building and to ensure that the exterior presentation of the Building is maintained in the best possible manner at all times for the enjoyment of all Owners.

Smoke Detectors

- (f) shall install and maintain in working order at least one smoke detector in its Unit.

Signs

- (g) shall not paint, affix or display any signs, advertisements, notices, posters, placards, banners or like matter to or on any part of the Building, or illuminate the same, nor do anything to vary the external appearance of any part of the Building or any Unit, without the prior written consent of the Body Corporate, it being acknowledged that the Body Corporate is concerned to protect the external appearance of the Building and to ensure that the exterior presentation of the Building is maintained in the best possible manner at all times for the benefit of all Owners, provided that an Owner may with the consent of the Body Corporate, paint, affix or display a standard real estate "for sale" sign in a manner that is prescribed or approved by the relevant territorial authority for the purposes of offering for sale any Unit.
- (h) for so long as a Ramada franchise system appointed franchisee is a tenant within the [Suits Building], shall not object to it maintaining the signage and access systems on or about the [Suits Building] as are installed and operational at the date of commencement of the relevant lease between the proprietor and the Ramada franchise system appointed franchisee.

Obstruction – Common Property

- (i) shall not obstruct any Common Property or otherwise use the same for any purpose other than reasonable ingress and egress to and from the Units.

- (j) shall not obstruct, deposit or throw anything on any path, hall, stairway, corridor, lobby, entrance way or lift in the Building nor injure or dirty any part thereof.

Exterior Maintenance

- (k) shall not, other than in the case of an emergency, directly instruct any contractors or workmen employed by the Body Corporate.
- (l) shall not engage any contractor or workman other than those approved by the Body Corporate (and under the supervision and in accordance with the reasonable directions of the Body Corporate), it being acknowledged that the Body Corporate is concerned to ensure the structural integrity of the Building is maintained and the quiet enjoyment of the Owners and Occupiers is preserved; provided that nothing in this rule shall prevent an Owner or Occupier from employing an interior decorator for the purposes of decorating or redecorating the interior of the Unit.
- (m) shall keep all windows clean and if broken or cracked promptly replace the affected window with fresh glass of the same or better quality and weight and shall keep all window hardware maintained.

Notice of Accidents, Defects, etc

- (n) shall give the Body Corporate prompt notice of any accident or damage to or defect in the Building or the Common Property or the water pipes, gas pipes, electrical installations, air conditioning systems, security systems, lifts and other fittings, fixtures, services and systems of which the Owner becomes aware.

Cleanliness

- (o) shall take all practical steps to prevent infestation by vermin and/or insects.

Water

- (p) shall not waste water and shall ensure that all water taps in its Unit are promptly turned off after use.

Blockage of Pipes

- (q) shall not use the water closets, conveniences or other water apparatus, waste pipes and drains (together referred to as "Plumbing") in the Units or Common Property for any purpose other than those for which they were constructed.
- (r) shall not deposit or allow to be deposited sweepings, rubbish or other unsuitable substance in the Plumbing. The Owner acknowledges and accepts that any damage or blockage resulting to the Plumbing from misuse or negligence shall be borne by the Owner of the relevant Unit whether the same is caused by its own actions, or its servants, tenants or invitees.
- (s) shall, except where the Body Corporate is required to do so, maintain in a good working order the water closets, conveniences and other water apparatus, including waste disposals and dishwashers within its Unit so as to prevent damage to the Building or any part thereof.

Dangerous Substances

- (t) shall not bring to, do or keep anything in its Unit which increases the rate of fire insurance on the Building or any property on the Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy relating to the Building or any property on the Land or the regulations or ordinances of any public authority for the time being in force; or
- (u) shall not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating the premises, nor in any way cause or increase a risk of fire or explosion in its Unit.

Carparking

- (v) shall keep any Unit designed for the parking of Vehicles tidy and free of litter and not use such Units for storage of any kind.
- (w) shall not carry out any maintenance, cleaning or repair work (other than minor maintenance work) on any Vehicle within any Unit designed for carparking or otherwise on the Common Property.

Noise

- (x) shall not make or permit any objectionable noises in the Unit, the Building or upon the Land.
- (y) shall ensure that all musical instruments, radios, stereo equipment, television sets and the like are controlled so that the sound arising therefrom is reasonable and does not cause annoyance to the other Owners or Occupiers of Units. In particular, no Owner or Occupier shall permit to be held in the Unit any social gathering causing a noise which interferes with the reasonable quiet enjoyment of any other Owner or Occupier of a Unit, at any time.
- (z) shall, without limiting rule 1(y), ensure that the volume of any musical instruments, radio or television receivers, stereo equipment or any other electronic device or medium operational within a Unit is kept as low as possible at all times and is not operated between the hours of 11.00 pm and 7.00 am in a manner audible in any other Unit or the Common Property.
- (aa) shall request that all Occupiers, their guests and invitees leaving a Unit after 11 pm do so quietly and in a manner that does not disturb the other Owners and Occupiers of Units and, when returning to the Building late at night or in the early hours of the morning, do so as quietly as is reasonably possible and in a manner that does not disturb other Owners and Occupiers of Units.
- (bb) shall in the event of any unavoidable noise in a Unit at any time, take all reasonable and practicable means to minimise annoyance to other Owners and Occupiers of Units by complying with all reasonable and lawful requirements of the Body Corporate including without limitation, closing all doors, windows and curtains.
- (cc) shall within five (5) working days of receipt of a notice from the Body Corporate in respect of unreasonable noise emanating from a Unit provide the Body Corporate with notice in writing which sets out the action the Owner or Occupier has or will be taking to ensure that the unreasonable noise does not continue.

- (dd) for the purposes of these Rules “Unreasonable Noise” means noise:
- (i) which exceeds 30 decibels at the bedhead of the principal bed in any Residential/short term Accommodation Units situated in the Building, anytime between the hours of 8.30pm to 6.00am;
 - (ii) which exceeds 40 decibels at the bedhead of the principal bed in any Residential/short term Accommodation Units situated in the Building, at all other times;

provided that any noise related to construction or renovation within the Building shall not be deemed unreasonable provided that the Body Corporate is notified in advance of such noise and agrees to the times during which such construction or renovation may occur and the duration of such noise.

Heavy Objects

- (ee) shall not bring into or install in or allow to be brought into or installed in any Unit anything of such weight, nature or description as would impose or cause any stress or strain or weight likely to damage, weaken or cause movement or structural defect in the Building.

[Note at the option of the Vendor rules (cc) – (ee) may only apply to the Hotel Units]

- (ff) shall not drive, operate or use on the Common Property any vehicle or machinery of a weight or nature which is likely to cause damage to the Common Property.

Ventilation and Security

- (gg) shall comply with the operating instructions in respect of any ventilation, security or other equipment installed in the Unit or on the Common Property.
- (hh) shall securely fasten all doors and windows to its Unit on all occasions when the Unit is left unoccupied.

Fire Drills and Evacuation Procedures

- (ii) shall participate in and perform from time to time any fire or evacuation drills undertaken by the Body Corporate or as may be required by any authority having jurisdiction in respect of the Land, observe all necessary and proper emergency evacuation procedures and cooperate fully with the Body Corporate in observing and performing such rules and procedures as may be in place from time to time.

Lifts

- (jj) shall observe the terms of any notice or instructions displayed in the lift by the Body Corporate or any statutory authority and observe and comply with any notice or instructions of the manufacturer of the lift.

Emergency Contact

- (kk) shall advise the Body Corporate of the Owner's private address and telephone number or if the Owner is a corporation, then of the manager, secretary or other responsible person employed by the Owner and keep the

Body Corporate promptly informed of any change of such address or telephone number.

Sale of Unit

- (ll) to preserve the quiet enjoyment of other Owners and enhance security within the Building for the benefit of all Owners, shall not permit any person or persons involved in or interested in the sale and purchase of the Owner's Unit to access the Unit or Common Property other than by way of appointment and under escort of an appointed registered real estate agent.

Relocation

- (mm) shall not without the consent of the Body Corporate (not to be unreasonably withheld) move to or from any Unit or the Common Property any furniture or effects greater in volume than one (1) cubic metre outside the hours of 9am to 5pm, on weekends or public holidays.

Ramada – note [to apply to the Temporary Accommodation Units]

- (nn) acknowledges that the Ramada Tenant/Franchisee, who has the exclusive onsite letting rights for all units excepting the [Residential], will be allowed to attend all Body Corporate meetings, to contribute to proceedings but will not be entitled to a vote, unless it is an owner of an apartment or by virtue of any proxy or a power of attorney.
- (oo) acknowledges that the Body Corporate irrevocably grants the Ramada Tenant/Franchisee the exclusive onsite letting rights for all units excepting the Residential Units and shall not without the prior written consent of the Ramada Tenant/Franchisee, authorise or permit any person to, or its staff, or itself, to exercise the letting service rights or any letting service rights of the same or similar nature as that carried on by the Ramada Tenant/Franchisee, or license or grant restrictive or exclusive use of any part of the common property, other than that to the Ramada Tenant/Franchisee, for the purpose of allowing any person to exercise the letting service rights.
- (pp) acknowledges that the signage rights and position that have been allocated to the Ramada Tenant/Franchisee on the [Suites building] at the commencement of its trading are to remain, and not be restricted or imposed upon in any way by any other granting of signage rights to a third party in its place unless otherwise approved by the Ramada Tenant/Franchisee in writing.
- (qq) acknowledges that the Ramada Tenant/Franchisee is eligible to vote and Body Corporate meetings by virtue of being granted a power of attorney by owners of the Temporary Accommodation Units or by virtue of a proxy and the Body Corporate will not act in any manner as to make these rights void.
- (rr) in these Rules the term "Ramada Tenant/Franchisee" means the franchisee who has been granted a franchise by Wyndham Group Australasia, the franchisor of the Wyndham Group Australasia in New Zealand or its successors or assigns, to conduct the business of a Ramada franchise on the [Ramada Building] for all units excepting the Residential/Retail/Commercial Units and who shall also be the Tenant of all or a majority of the Units on the Property (excluding the residential/commercial/retail units), and shall include the Ramada Tenant/Franchisee's permitted successors and assigns.

- (ss) acknowledges that any Building Manager of the building will be allowed to attend all Body Corporate meetings, to contribute to proceedings and review/discuss the building manager's report.

2. **The Body Corporate May:**

Make House Rules

- (a) make House Rules relating to building management, evacuation procedures and the management and use of the Common Property and, in particular (but without limitation), in relation to lifts and parking provided that such House Rules are not inconsistent with these Rules and the Act and the same shall be observed by the Owners and Occupiers of Units unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

Engage Manager and other contractors

- (b) employ or engage as a contractor(s) under a service contract(s) in accordance with the provisions of the Act or the Regulations any person or entity to act as an on-site manager or caretaker or to provide other services in relation to the Land, the Building or otherwise as the Body Corporate sees fit;

Permit use of Common Area space by manager

- (c) where the Body Corporate has appointed an on-site manager or caretaker, permit such person or entity or any employee or contractor of it for the time being to:
 - (i) use as a parking space or spaces such parts of the Common Property as the Body Corporate in its discretion sees fit (other than those parts of the Common Property over which exclusive use has been granted to a third party); and
 - (ii) use as accommodation, office space or storage spaces such parts of the Common Property as the Body Corporate in its discretion sees fit (other than those parts of the Common Property over which exclusive use to a third party has been granted).

Authorise Administrative Assistant to produce disclosure statements

- (d) authorise the Administrative Assistant to produce pre-contract disclosure statements, additional disclosure statements and pre-settlement disclosure statements under the Act when requested to do so by an Owner.

Permit Administrative Assistant to charge for producing disclosure statements

- (e) permit the Administrative Assistant to charge an Owner such fees as are reasonable for the production of the statements referred to in Rule 2(d) and where the Owner fails to pay the fee charged by the Administrative Assistant, such fee may be recovered by the Administrative Assistant acting for the Body Corporate as an unpaid levy by a defaulting Owner pursuant to section 127 of the Act.

3. Definitions and Interpretation

In the Rules, unless the context otherwise requires, the following terms shall have the meanings set out beside them:

“Body Corporate”	Body Corporate No. [] and/or the committee (as the case may be);
“Building”	the building(s) erected on the Land;
“Common Property”	all parts of the Land and/or the Building as shown on the Unit Plan as being common property and not being part of a Unit;
“House Rules”	house rules and regulations made by the Body Corporate or the Committee pursuant to these Rules;
“Land”	the land which is subject to the Unit Plan;
“Occupier”	any person including the Owner, any family member or invitee of the Owner and any tenant, licensee or other person residing in or occupying a Unit;
“Owner”	has the meaning given it in the Act and where the context so requires includes the Occupier of a Unit;
“Rules”	these Body Corporate Operational Rules including any modifications subsequently made to them and registered in accordance with the Act;
“Unit”	both principal units and accessory units as defined in the Act;
“Unit Plan”	[].

Date

Kilmore Property Trust Limited
as trustee of the Kilmore Property Trust
as registered proprietor of all units

Before me:

Full name of witness:

Address of witness: