

BODY CORPORATE PLAN NO. PS 404635 D

AURORA

Body Corporate Rules

These rules are made by Body Corporate Plan No PS 404635 D for Aurora.

The *Subdivision (Body Corporate) Regulations 1989* provide for the powers of the Body Corporate, the general duties of members, meetings and administration of the Body Corporate, insurance and other miscellaneous matters. These rules must be read in conjunction with the Regulations.

1 Definitions:

“**Body Corporate**” means the Body Corporate of Plan No. PS 404635 D.

“**Common Property**” means that common property shown as Common Property on Plan No PS404635 D.

“**Governmental Agency**” means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

“**Lot**” means a lot shown on Plan No. PS 404635 D.

“**Managing Agent**” means the managing agent appointed from time to time by the *Body Corporate* pursuant to Regulation 616 of the *Subdivision (Body Corporate) Regulations 1989*.

“**Member**” means a member of the *Body Corporate*.

“**Aurora**” means the land affected by the *Body Corporate*, being all of the *Lots* and *Common Property*.

“**Special Resolution**” has the same meaning as the *Subdivision (Body Corporate) Regulations 1989*.

2 Use of Lots

A Member must not and must ensure that the occupier of the Member's Lot does not:

- (a) use or permit the Lot to be used for any purpose which may be illegal or injurious to the reputation of Aurora or may cause a nuisance or hazard to any other Member or occupier of any Lot or the invitees of any such Member or occupier;

- (b) make or permit to be made any noise on the Member's Lot which may be heard outside the Member's Lot between the hours of 11.00pm and 8.00am;
- (c) keep any animal as a pet (which shall not be taller than 40cm or heavier than 10kg) after being given notice in writing by the Body Corporate to remove such animal after the Body Corporate in its absolute discretion, resolved that the animal is causing a nuisance;
- (d) make any alterations (including painting and decorating) to the exterior of the Lot;
- (e) erect any television or radio antenna, satellite dish or similar device or any canvas blind or other awning on the outside of any window, balcony or terrace;
- (f) smoke cigarettes or other substances in any designated Common Property area;
- (g) Without the written consent of the Body Corporate:
 - (i) make any structural alterations or additions to the interior of the Lot or any part of it which may diminish the support and shelter of any Lot on the Plan of Subdivision, and for this purpose the Body Corporate has the right to appoint an architect, structural engineer or building contractor at the expense of the Member and in these circumstances the consent of the Body Corporate shall not be unreasonably refused;
 - (ii) use any car space other than for the purpose of parking a vehicle, and shall maintain the car space in a clean and tidy condition;
 - (iii) install any heating or cooling device other than by mounting the plant and equipment for it in an area approved by the Body Corporate.

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Use of Aurora

A Member must not -

- (a) use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by any other Member or any occupier of any Lot or the invitees of any such a Member or occupier;
- (b) do or allow to be done anything on the Common Property which causes a nuisance to the Body Corporate or a Member or an occupier of a Member's Lot;
- (c) make or permit to be made any undue noise from music or machinery or other noise emitting object in or about the Common Property which would interfere with the peaceful enjoyment of the Member's or occupier's Lot between the hours of 11.00pm and 8.00am;

- (d) hold or permit to be held any social gathering in the Lot which is likely to cause a nuisance to Members or occupiers;
- (e) permit any musical instrument to be practiced or played between the hours of 9.00pm and 8.00am provided that nothing herein shall prevent the quiet playing of musical instruments between the hours of 8.00am and 9.00pm and provided further that the practicing of such musical instruments during the same hours shall be permissible but not for longer than one (1) hour at a time, and not for a total of more than three (3) hours in any day;
- (f) allow radios, television sets, stereos, CDs or the like to cause any such noise as set out above in (c),(d) or (e);
- (g) display or allow to be displayed any placard advertisement or sign in or upon the Common Property other than with the approval of the Body Corporate;
- (h) obstruct any halls, passageways, stairways or lifts of the Common Property;
- (i) install any blind or awning on the Common Property other than with the approval of the Body Corporate which approval may be withdrawn at any time by notice in writing upon which the blinds or awnings must be removed within 7 days of the consent being withdrawn and the Member or occupier must at its own expense comply with any request of the Body Corporate made in connection with the blinds or awnings;
- (j) hold or allow to be held any public auction on or near the Common Property unless written approval is obtained from the Body Corporate;
- (k) park or leave a vehicle either –
 - (i) on the Common Property so as to obstruct any driveway or entrance to a Lot; or
 - (ii) in any place other than a parking area specified for such purpose by the Body Corporate;
- (l) do or permit anything which might cause structural damage to Aurora including, but not limited to, bringing any heavy article onto Aurora without the consent of the Body Corporate;
- (m) do anything to damage or deface any entrance, passages, stairways, landings, pathways or any part of the Common Property or use them for any other purpose for which they are provided;
- (n) interfere with the operation of any equipment installed in the Common Property including but not limited to air-conditioning systems, telecommunication cables, lifts and general electrical services;

- (o) move any furniture, equipment or goods heavier than 10 kilograms via stairs, lifts or other parts of the Common Property unless the prior written approval of the Body Corporate or its Managing Agent is obtained and the moving of those items upon obtaining that approval is confined to the hours of 9.30am and 4.30pm Monday to Friday, and 10.00am to 4.30pm Saturday and 10.00am to 6.00pm Sunday;
- (p) permit any trades person, contractor or other persons carrying out any works to be on a Lot or the Common Property on a Saturday, Sunday or Public holiday or before 7.00am or after 7.00pm on any other day except in the case of an emergency and the approval of the Managing Agent; *on or after*
- (q) move any article likely to cause damage or obstruction through the Common Property without first notifying the Managing Agent within 3 days to enable the Managing Agent to arrange for a representative of the Body Corporate to be present at the time of moving;
- (r) use the Common Property other than in accordance with the directions of the Managing Agent, and in the absence of any such directions in accordance with the directions of the Body Corporate;
- (s) store or keep waste or garbage other than in proper receptacles in an area specified for that purpose by the Body Corporate;
- (t) store or accumulate or permit to be stored or accumulated any materials goods or debris on any car parking areas forming a Lot or part of a Lot;
- (u) carry out or permit to be carried out on a Lot any building work requiring a building permit or approval from any municipal or statutory authority unless:
 - (i) at least 21 days written notice of intention to carry out the work accompanied by proper plans and specifications of all permits and approvals relevant to the work, has been given to the Body Corporate by the Member who owns the Lot;
 - (ii) where the works will affect any part of the common property, the plans and specifications are approved by the Body Corporate or any architect or any other consultant appointed by the Body Corporate for that purpose;
 - (iii) the work is carried out in accordance with any reasonable directions the Body Corporate gives;
- (v) Obstruct any fire appliance, cupboard, stairway, landing or lift lobby or permit them to be obstructed;
- (w) Keep or leave open or permit any security door or gate or the door into the stairwell to be kept or left open for any purpose;
- (x) Permit any tradesman, contractor or other people carrying out any works to be on a Lot or the Common Property;

- (i) on a Saturday, Sunday or Public Holiday; or
 - (ii) before 9.30 am or after 4.30 pm on any other day
- (y) erect or display or permit any Agent or person to erect or display any advertising signs, for-sale notices or letting signs until all stages of the Development have been completed and all Lots have been sold in the Development;
- (z) fail to comply with any reasonable request or direction of any person employed by the Body Corporate to manage the development;
- (a 1) enter into any plant room, machine housing, water disposal room, electricity switch room, machinery room or adjust or cause any adjustments to the thermostat, water control, electricity, gas or heating and/or cooling controls in or on the Common Property without the consent in writing of the Body Corporate.

4 Use of Aurora

A Member must ensure that the occupiers of a Member's Lot will comply with any directions or action taken by the Body Corporate pursuant to the duty of care of the Body Corporate to manage and administer the common property under Regulation 301(f) of the Subdivision (Body Corporate) Regulations 1989.

5 Damage to Common Property

Upon becoming aware of any breakage or defect in air-conditioning ducts, lifts or services related to the Common Property, a Member must promptly notify the Managing Agent.

6 Security

- (a) Each Member must comply with the reasonable requirements of the Managing Agent regarding the security of the Common Property.
- (b) The Body Corporate must take all reasonable steps to ensure the security of Aurora from intruders and to preserve the safety of Aurora from fire or other hazard and if it considers necessary or desirable it may -
 - (i) close off or restrict access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
 - (ii) permit, to the exclusion of Members, any part of the Common Property to be used by any security person as a means of monitoring the security of Aurora; and

- (iii) restrict access of Members of Lots of one level of Aurora to any other level of Aurora.
- (c) The Body Corporate may from time to time, make rules and regulations to ensure the security of Aurora from intruders.
- (d) If the Body Corporate restricts the access of Members under these rules, the Body Corporate must make available to each Member free of charge the number of security keys which the Body Corporate considers reasonably necessary. The Body Corporate may charge a fee for any additional security key required by a Member.
- (e) A Member must exercise a high degree of caution and responsibility in making a security key available for use by an occupier of a Lot including entering into an appropriate agreement (whether a lease or license agreement of the Lot), to ensure return of the security key to the Member or the Managing Agent upon expiry of the occupier's lease or license.
- (f) A Member in possession of a security key:
 - (i) must not duplicate or permit the security key to be duplicated; and
 - (ii) must take all reasonable steps to ensure that the security key is not lost or handed to any person other than another Member and is not disposed of otherwise than by returning it to the Member or the Managing Agent.
- (g) A Member must promptly notify the Managing Agent if a security key is lost or destroyed.
- (h) The Body Corporate may at the Member's cost replace any security key which is issued to the Member by the Managing Agent.

7 Notification

Each Member must advise the Managing Agent of an out of normal business hours contact address and telephone number for each lessee of the Member's lot or any part of it and must promptly advise the Managing Agent of any change in such address or telephone number.

8 Body Corporate Fees

- (a) The fees set by the Body Corporate to cover general administration and maintenance, insurance and other recurrent obligations must be paid quarterly in advance by each Member according to their unit entitlement.
- (b) Any special fees or charges if levied by the Body Corporate to cover extraordinary items of expenditure must be paid on the due date set by the Body Corporate upon the levying of each special fee or charge.

- (c) If any fees remain outstanding after the date specified in sub-paragraphs (a) and (b) the Body Corporate may charge interest on such fees at a rate of 5% above the rate set from time to time by the *Penalty Interest Rates Act 1983*.

9 Compliance With Laws

A Member must, at the Member's expense promptly comply with all laws relating to the Lot, including any requirements, notices and orders of a Governmental Agency.

10 Car parking

Subject to complying with the requirements of any permit issued under the *Planning and Environment Act 1987* relating to Aurora the Body Corporate may manage the use of car parking spaces allocated to the Members to ensure the orderly use of all car parking spaces.

The Body Corporate may manage visitor parking to ensure that the spaces which have been specifically allocated for Aurora invitees are not utilized by Members or occupiers.

11 Gymnasium/Pool (Recreation Area)

A Member or occupier of a Lot must not

- (a) allow children under the age of fourteen (14) years to use the recreation area unless accompanied and supervised by an adult;
- (b) permit glass or other sharp or cutting objects in the recreation area;
- (c) engage in ball playing, noisy or hazardous activities or run in the recreation area;
- (d) take any action which is in breach of any directions regarding the use of the recreation area given by the Body Corporate from time to time;

12 Appearance of a Lot

A Member must not:

- (a) without the prior written consent of the Body Corporate maintain inside the Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of Aurora;
- (b) operate or permit to be operated on Aurora any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property, another Lot or another part of Aurora;

- (c) without the prior written consent of the Body Corporate attach to or hang from the exterior of Aurora any aerial or security device or wires;
- (d) display or hang any item (including, without limitation clothing, towels or other articles) on or from any balcony on the Lot, or such as to be visible from outside the Lot;
- (e) fit any covering over external areas of the Lot including ground floor patio and balconies other than full metal or timber construction tables and chairs and as the Body Corporate shall determine from time to time;
- (f) allow any balcony, terrace or garden area which forms part of the Lot to become unkept, overgrown or unsightly and that when watering or cleaning to ensure that minimal disturbance to other Members or occupiers occurs;
- (g) construct or erect any enclosure or structure of any nature or description on a balcony, terrace or garden area which forms part of the Lot without having first obtained the written consent of the Body Corporate. (The Body Corporate shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the Building or if it interferes with the views or use and enjoyment of another Lot);
- (h) install any curtains, blinds or other window furnishings on the interior of any windows in any Lot which are visible externally other than with an ivory coloured backing.

13 Fire Control

- (a) A Member must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- (b) The Body Corporate or a Member must, in respect of Aurora or the Lot, as appropriate: -
 - (i) consult with any Governmental Agency as to an appropriate fire alarm and fire sprinkler system for Aurora or the Lot;
 - (ii) ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from Aurora or the Lot to the satisfaction of all relevant Governmental Agencies; and
 - (iii) take all reasonable steps to ensure compliance with fire laws in respect of Aurora or the Lot.
- (c) A Member or occupier of the Lot must not store on the Lot or the Common Property any flammable, chemical, liquid, gases or other materials other than chemicals, liquids, gases or other materials used or intended to be used in connection with the permitted use of the Lot.

14 Air Conditioning

A Member or occupier of a Lot must not install, maintain and operate an air conditioning unit to service the Lot which: -

- (a) is of a type or brand which has not been approved by the Body Corporate; and
- (b) when operated, damages or detrimentally affects the operation of the Common Property air-conditioning water reticulation system.

15 Planter Boxes

A Member or occupier who has planter boxes or pots on the balcony servicing their Lot must: -

- (a) ensure that all planter boxes are of a copper or terracotta nature and are of a size and type which are not unsightly and which are in accordance with the overall character and style of Aurora;
- (b) ensure that the planter boxes and the plants within them are properly maintained;
- (c) refrain from watering the plants and the soil in the planter boxes in such a way that water may escape onto the Common Property or other Lots; and
- (d) refrain from using the planter boxes in a manner which may cause damage, nuisance or hazard to the Common Property.

16 Objects on the balcony

A Member or occupier of a Lot must not leave objects or equipment on any balcony other than timber or metal tables and chairs and planter boxes, other than with the approval of the Body Corporate which approval may be withdrawn at any time by notice in writing upon which the objects or equipment must be removed within 7 days of the consent being withdrawn. The Member or occupier must, at its own expense, comply with any request of the Body Corporate made in connection with such objects or equipment.

17 Storage Lots

A Member or occupier must:

- (a) ensure that no flameable or corrosive liquids are stored in the storage Lots;
- (b) ensure that the storage Lots are properly maintained and locked at all times;
- (c) refrain from using the storage Lots in a manner which may cause nuisance, damage or hazard to the adjoining Lots and or Common Property.

18 Occupiers and Invitees

- (1) A Member must use his or her best endeavors to ensure that any occupier of the Member's lot complies with these rules;
- (2) A Member must not lease, license or grant any other occupancy rights to an occupier of a Lot for a term of less than 6 months without first obtaining the approval of the Body Corporate to that occupation.

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Delegate..... *B Philby*.....

Date..... *19/5/99*.....