

**ATRIUM COMBINED BODIES CORPORATE**

**BODY CORPORATES 313534, 320768, 337130**

**Operational Rules for Atrium Combined Bodies Corporate**

**APPROVED AT AGM 27 APRIL 2017**

**1 Interpretation of Terms and Rules Binding on Owners and Occupiers**

- (a) Terms defined in the Unit Titles Act 2010 ("Act") and the Unit Titles Regulations 2011 ("Regulations") have the same meaning in these rules as they have in the Act or Regulations, unless the context otherwise requires.
- (b) These rules are binding on all owners and occupiers of Units in the Unit Title Development.
- (c) "Unit" includes any accessory Unit owned in conjunction with any principal Unit.

**2 Interference and obstruction of Common Property**

An Owner or Occupier of a Unit Must Not:

- (a) Interfere with or obstruct the lawful and reasonable use or enjoyment of the Common Property by other Owners and Occupiers;
- (b) Use any part of the Common Property for the storage of possessions and;
- (c) Restrict any light or air in any other Unit or Common Property or obstruct or cover any windows, sky lights, lights or other means of illumination of any other Unit or Common Property.

**3 Damage to Common Property**

An Owner or Occupier of a Unit Must Not:

- (a) Damage or deface the Common Property;
- (b) Drive, operate or use, or permit to be driven, operated or used any vehicle or machinery on the Common Property of a size Property; and
- (c) Interfere or tamper with the infrastructure of the Unit Title Development.

**4 Recovery of Money**

An Owner is responsible for any expense incurred by the Body Corporate in doing any repairs, work, or act, rendered necessary by reason of any willful Body Corporate rules, or any regulations by any unit owner or his or her tenant, lessee, licensee, or invitee, together with any reasonable costs incurred in collecting the expense.

**5 Use of facilities, assets and improvements within the Common Property**

- (a) An Owner or Occupier of a Unit must not use any facilities contained within the Common Property or any assets and improvements that form part of the Common Property for any use other than the use for which those facilities, assets or improvements were designed and constructed and must comply with any conditions of use for such facilities or assets or improvements set by the Body Corporate from time to time.
- (b) Running, ball playing, noisy or hazardous activities are not permitted in or around the Common Property.
- (c) Any part of the Common Property that is used as an entrance or access way to the Unit Title Development and any easement area giving access to the Unit Title Development shall not be used by any Owner for any other purpose than for entering or leaving the Unit Title Development.

**6 Use of the Unit**

An Owner or Occupier of a Unit shall not:

- (a) Use or permit the Owner's Unit to be used for any purpose which:
  - (i) Interferes with the reasonable use and enjoyment of the Unit Title Development by any other Unit Owner or Occupier;

- (ii) Causes or has the potential to cause damage or harm (whether physical, economic, or otherwise) to the Common Property, any building element, any infrastructure or any other Unit in the building;
  - (iii) Impacts adversely on the capacity of the infrastructure of the Unit Title Development to cope with the changed use;
  - (iv) Is a use for which the Unit is not designed or constructed.
- (b) Change the use of the Unit from the use prevailing immediately prior to the proposed change without the prior written consent of the Body Corporate, which shall not be unreasonably withheld. For the avoidance of doubt, the prevailing use immediately prior to the proposed change means the specific use to which the Unit is being put (for example; retail shop, residential or office).

## **7 Vehicle Parking**

- (a) An Owner or Occupier of a Unit must not park a vehicle or permit a vehicle to be parked on any part of the Common Property unless the Body Corporate has designated it for vehicle parking or the Body Corporate has given prior written consent.
- (b) An Owner or Occupier of a Unit that is designated for use as a vehicle park must:
  - (i) Only use the vehicle park for the purpose of parking vehicles;
  - (ii) Ensure the vehicle park is kept tidy and free of litter;
  - (iii) Not use the vehicle park or permit it to be used for storage;
  - (iv) Ensure that any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park; and
  - (v) Must clearly mark any vehicle parks designated solely for use by employees or customers of the Owner or Occupier.
- (c) The Body Corporate may remove at the owners expense or clamp a vehicle in the Unit Title Development that the Body Corporate considers is parked in such a manner that is in breach of this rule 7(b). The Body Corporate reserves the right to charge a fee to remove the clamp from offending vehicles.

## **8 Aerials, Satellite Dishes and Antennas**

An Owner or Occupier of a Unit must not erect, fix or place any aerial, satellite dish, antenna, transmissions sending or receiving device or similar apparatus on or to the exterior of the building or on or to the Common Property. In exceptional circumstances permission may be granted in writing by the Body Corporate.

## **9 Signs, Notices, Advertising and Promotion**

An Owner or Occupier of a Unit must not:

- (a) Erect, fix, place or paint any signs or notices of any kind on or to any part of the Common Property or on or to any external part of a Unit without the prior written consent of the Body Corporate, which in the case of retail units, shall not be arbitrarily or unreasonably withheld. Nothing in this rule prohibits an Owner from refurbishing or altering the content of signage previously approved.
- (b) Display any temporary or mobile signage, including but not limited to sandwich boards and portable banners ("temporary signage") on the Common Property at any time, or in any Unit other than during the opening hours of a business operating from the Unit without the prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld.
- (c) An Owner or occupier of a Unit must not display any goods or services on Common Property or in any accessory unit or use the Common Property or any accessory unit for any business, promotional or commercial purpose.

## **10 Exterior Appearance**

An Owner or occupier of a Unit must not:

- (a) Erect any awning or external blinds on the exterior of the building;
- (b) Change the colour or appearance of any glazing;
- (c) Hang internal curtains or other window treatments that are not consistent with presenting a uniform and orderly appearance when viewed from outside the building. The backing of blinds, drapes or curtains shall be of an alabaster, ivory or cream colour.

## **11 Contractors**

- (a) An Owner or Occupier of a Unit who carries out any repair, maintenance, minor redecoration or other such work on a Unit must ensure that any contractors or other such persons employed by the Owner cause minimum inconvenience to all other Owners and Occupiers, and ensure that such work is carried out in a proper and tradesman like manner.
- (b) An Owner or Occupier who carries out additions and alterations to a unit (other than redecoration) must get written permission from the Body Corporate.
- (c) An Owner or Occupier is responsible for providing access and ensuring issues of security for contractors working in their Unit.

## **12 Smoking**

- (a) An Owner or Occupier of a unit must not smoke or permit smoking to occur anywhere on the common property, which includes the atrium, or anywhere that may result in smoke entering the common property or a nearby Unit.
- (b) An Owner or Occupier must not dispose of smoking litter or permit the disposal of smoking litter including without limitation cigarette butts, ash and packaging anywhere on the common property.

## **13 Rubbish and Pest Control**

An Owner or Occupier of a Unit:

- (a) Must not leave rubbish, recycling material, trade refuse or waste, dirt or other material on the Common Property except in areas designated for rubbish collection by the Body Corporate and where such material is left in a designated rubbish collection area it must not be left in such a way that interferes with the enjoyment of the Common Property by other Owners and Occupiers.
- (b) Must dispose of rubbish and recycling material promptly, hygienically and tidily and ensure such disposal does not adversely affect the health, hygiene or comfort of other Owners and Occupiers.
- (c) Must not drop or allow anything to fall from any window, balcony or deck including but not limited to bottles, cans, cigarette litter, glass, vessels, waste matter or rubbish;
- (d) Must not burn any rubbish anywhere on the Common Property or in any Unit; and
- (e) Shall keep the Unit clean and free of vermin, pests, rodents and insects.

## **14 Windows**

An Owner or Occupier of a Unit must keep clean all glass contained in windows or doors of a Unit and replace any cracked or broken glass as soon as possible with glass of the same or better weight and quality.

## **15 Plants on Common Property**

An Owner or Occupier of a Unit must not damage any plant or flower situated on the Common Property.

## **16 Use of Water Services**

- (a) All things required for the provision of water supply, drainage, wastewater and sewage services to Units or Common Property and all things attached to and used in relation to such services, including but not limited to pipes, drains, taps, faucets, toilets, baths, showers, sinks, sink incinerators and dishwashers must only be used for the purpose for which they were designed and constructed.
- (b) An Owner or Occupier of a Unit shall not waste water unnecessarily and shall ensure that all taps in the Unit are turned off after use and when necessary replace tap washers or otherwise attend to any dripping tap or leaking plumbing.

## **17 Washing**

An Owner or Occupier of a Unit:

- a) Shall not hang any clothes, washing, bedding, towels or other items outside or from a Unit, or on or from any deck or balcony or inside their units where it would be visible from the road or atrium.
- (b) Shall not hang any clothes, washing, bedding, towels or other items on the Common Property.

## **18 Security and Fire Equipment**

An Owner or Occupier of a Unit shall comply at all times with the operating and maintenance instructions of any security, fire warning and protection equipment in the Unit.

## **19 Floor Coverings**

Except in kitchen, laundry, toilet or bathroom areas of a Unit, an Owner or Occupier of a Unit must ensure that all floor space in a Unit is covered or otherwise treated to an extent sufficient to prevent noise transmission from the Unit that is likely to disturb the quiet enjoyment that could reasonably be expected by the Owner or Occupier of another Unit.

## **20 Noise, Behaviour and Conduct**

An Owner or Occupier of a Unit shall not:

- (a) Make or permit any noise or carry out or permit any conduct or behaviour in any Unit or on the Common Property which is likely to interfere with the use and enjoyment of the Unit Title Development by other Owners and Occupiers;
- (b) Hire, rent, lease or licence a Unit for use as a place of public congregation.

## **21 Pets**

- (a) An Owner or Occupier of a Unit must not bring or keep any animal, bird or pet in any Unit or on the Common Property.
- (b) Notwithstanding rule 20(a) any Owner or Occupier 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.

## **22 Security**

An Owner or Occupier of a Unit Must:

- (a) Keep the Unit locked and all doors and windows closed and securely fastened at all times when the Unit is not occupied and do all things reasonably necessary to protect the Unit from fire, theft or damage.
- (b) Take all reasonable steps to ensure any electronic security fobs or keys to a Unit or Common Property are not lost, destroyed or stolen or given to anyone other than a registered proprietor, occupier or tenant of the Unit to which the security fob or key relates;
- (c) Notify the Building Manager as soon as possible if a security fob is damaged or lost.
- d) Not re-key existing locks or install new or additional locks without the prior written consent of the Body Corporate. If approved, any new or additional locks must either be on the Body Corporate masterkey system or if a Quest managed unit must be on the Quest masterkey system. Should a unit change to or from being a Quest managed unit the lock must be changed to the relevant masterkey system. All costs associated with the change are for the unit owner, not the Body Corporate.

**23 Balconies**

- (a) An Owner or Occupier of a Unit may locate a small table, 2 chairs and some pot plants on the deck or balcony. It is not permissible to store excess furniture, other possessions, mops or buckets or install a TV satellite dish. The deck or balcony must be kept in a clean and tidy condition.
- (b) Any items placed on an external deck or balcony must be secured in such a way so as not to be blown off the deck in high wind conditions.

**24 Hazards, Insurance and Fire Safety**

An Owner or Occupier of a Unit must not bring onto, use, store or do in a Unit or any part of the Common Property anything that:

- (a) Increases the premium on or is in breach of any Body Corporate insurance policy for the Unit Title Development; or
- (b) Is in breach of any enactment or rule of law relating to fire, insurance, hazardous substances or dangerous goods or any requirements of any Territorial Authority; or
- (c) Creates a hazard of any kind; or
- (d) Affects the operation of fire safety devices and equipment or reduces the level of fire safety in the Unit Title Development.

**25 Emergency Evacuation Drills and Procedures**

An Owner or Occupier of a Unit must co-operate with the Body Corporate during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures.

**26 Notice of Damage, Defects, Accidents or Injury**

Upon becoming aware of any damage, defilement or defect in any part of the Unit Title Development including its services or any accident or injury to any person in the Unit Title Development, an Owner or Occupier of a Unit must immediately notify the Body Corporate or the Building Manager.

**27 Compliance with Sale of Liquor Act and other Statutes**

Where a business operating from a Unit is subject to the Sale of Liquor Act 1989 or any other statute, regulation or enactment to which the business is subject (together called "statute") the Unit Owner and Occupier must ensure that the requirements of the statute are complied with at all times and must take all reasonable steps to ensure that the business operation does not interfere with use and enjoyment of the Unit Title Development by other Owners or Occupiers.

**28 Leasing a Unit**

An Owner of a Unit or their Agent must:

- (a) Ensure that any tenant or occupier of the Unit is aware of the rules and that a summary of these rules (Annexure 1) are permanently displayed in the Unit;
- (b) Provide the Building Manager in writing, the full name, phone number and email address of all tenants or occupants of the Unit;
- (c) Promptly notify the Building Manager in writing of any changes to the details in rule 30(b).

**29 Employees Agents Invitees and Licensees**

An owner or Occupier of a unit must ensure the Owner or Occupier's employees, agents, invitees and licensees are aware of these rules and comply with them.

**30 Atrium Brand**

An Owner or Occupier of a Unit shall not:

- (a) Use the name "Atrium" or any livery or logo associated with the Atrium name for any purpose including without limitation the promoting or naming of the Owner's Unit or business without the prior written consent of the Body Corporate.
- (b) The Body Corporate may withdraw or vary its consent if it considers that the good name of the Body Corporate is being brought into disrepute or the business activity to which the name, livery or logo is being associated with is inconsistent with the reputation or best interests of the Unit Title Development.

### **31 Loft Apartments**

The two Loft Apartments at the north and south of Level 9 are to be considered part of the common property and as such are the responsibility of the Body Corporate. The Body Corporate retains the right to lease these apartments or utilize the space any way it sees fit.

## Annexure 1

### **Rules for Tenants - Atrium Combined Bodies Corporate**

These rules apply to the Unit occupier (proprietor or tenants) and guests. A copy of these rules is to be displayed in the apartment and a copy made available to all residents.

- (a) A Unit is for residential use only. It cannot be used for business purposes.
- (b) The occupier of any Unit must not cause excessive noise or behave in a manner likely to disturb other residents at any time, particularly after 10pm. The atrium echoes so please refrain from talking loudly in the atrium and outside the lifts.
- (c) Pets are not to be kept in any Unit.
- (d) Smoking is prohibited anywhere in any apartment, on the common property, which includes the atrium, or anywhere that may result in smoke entering the common property or a nearby Unit.
- (e) The only items permitted on external and atrium balconies are a small table and chairs and small potted plants. On external balconies, these items must be secure in high wind conditions. Balconies are to be kept clean and tidy at all times. They are not to be used to hang washing to dry; nor are they to be used for storage; e.g. no drying rack, mops, buckets etc.
- (f) Satellite dishes, TV aerials etc. are not to be installed on the exterior of the building.
- (g) Unauthorised parking in the basement carpark could result in the car being wheel clamped and a fine imposed.
- (h) Rubbish and recycling is to be disposed of in the bins provided in Basement 1.
- (i) Please don't waste water. If taps leak, inform the owner so they can be fixed.
- (j) All residents must be registered with the Building Manager. Please provide in writing full name and contact details.