

**"Quay Regency" Apartments  
148 Quay Street, Auckland CBD**



**Welcome Pack,  
Handy Hints and  
Body Corporate Rules**

# Welcome to 148 Quay Street

Hello and welcome to 148 Quay Street. This Building is run as a cooperative (administered by a Body Corporate committee) and relies on the cooperation of ALL of its residents. If you are a tenant it is important that while you live here you take pride in your rented apartment and treat this building as your home.

There are Body Corporate Rules which were established to ensure that the quality of life in 148 Quay Street is retained to the mutual benefit of all. A copy of these rules is behind this welcome document and it is a requirement that all residents (both owners and tenants) take the time to read them. Please adhere to these Rules and if you have a problem please first discuss with the Building Manager.

Please note that this building is for long-term residential use only and is not available for short-term stays such as AirBNB. Please also note that the Rules prohibit pets.

Should you see anybody violating the building or abusing these Rules in any way, please report the matter a.s.a.p. With your help our building can remain in good condition with excellent security and continue to be a safe and happy place to live.

## **BUILDING MANAGER**

- ◆ The Body Corporate Committee employs a Building Manager to oversee daily maintenance, cleaning and security as well as provide an interface with residents and tradesmen. The Building Manager's hours are:

**Monday to Friday from 8:00am to 12:00 pm**

**5:00pm to 6:00pm**

**Saturday and Sunday mornings 8:00am to 10:00am**

- ◆ However please note that the Building Manager is employed by the Body Corporate to look after the building systems and **IS NOT** available for any jobs in your own apartment, arranging access to your apartment for tradesmen or carriers or running any errands etc. If you have any maintenance or jobs that need doing the Building Manager will be able to point you to appropriate contractors who will be able to help

## **CONTACTING THE BUILDING MANAGER:**

During the above times the Manager will most often be out and about in the building. However if you ever wish to see him for any reason about any building matters then please note the following:

- (1) During his official hours as above:
  - (i) If the message-board by the door to the west stairway says that he is in his office then just use your tag to access the stairway and go down to the basement.
  - (ii) If the message-board says that he is elsewhere in the building then please call on the office phone of 930 7454 and leave a message, and he will call you back when he is back in the office.
  - (iii) If the matter is urgent (and only if urgent) then call on 0274 954 065
- (2) Outside his official hours then please leave a message on 930 7454 or if urgent (but only if urgent) then call him on 0274 954 065

Your co-operation with the above is appreciated and will allow The Manager to better organise his time and work-flow without continual non-urgent interruptions.

## **BUILDING MANAGER CALL OUT**

- ◆ The Building Manager is available for emergency call outs within reason i.e. not after 11pm, or before 7am.
- ◆ However please note that it is not part of his duties to attend to non-building matters (i.e. not part of building systems) after hours and he is not paid to do so - if you call him out for non urgent matters such as having locked yourself out of your apartment then you will be required to pay the Building Manager \$75 for this service. Any emergency callouts after 11pm until 7am are \$120

## **NEW OWNERS & RESIDENTS**

If you have purchased an apartment or have just moved into your rental apartment, please make yourself known to the Building Manager. He can then provide you with an overview of the operation of the building and at the same time seek your contact details so that we can maintain the record of residents for security and emergency situations.

## **ACCESS TAGS AND THE INTERCOM SYSTEM**

For your safety and security 148 Quay Street has a Security System designed to provide appropriate access for residents but limit access to all non-essential entry/exit points into and within the building. The following is an outline of the security system:

- ◆ Each access tag is programmed to access your floor via lifts 1-3 (but not the service lift closest to the front door) and the stairwells on both sides, as well as the Front Door and level 1 (for disposing of rubbish).
- ◆ Car park owners or renters also have access to the carpark area.
- ◆ Owners of storage Auxillary Units (AUs) of the landings in the middle of the stairways between floors also have access in and out of the stairwell doors on the floor below their storage units
- ◆ Visitors to apartments have access granted to your floor once you open the exterior door for them via the intercom. Note that this access lasts for approx 30 seconds, if the visitor(s) take too long getting into the lift then they need to go outside to call the apartment again.
- ◆ The same procedure applies for residents wishing to visit other residents on other floors.
- ◆ Sensors and alarms on all non essential entry/exit doors, such as the Commerce/ Tyler Street emergency exit doors mean that if these doors are opened for non emergency purposes an alarm will be activated. Any forced entries through the Cart Dock and car park roller doors will also activate an alarm.
- ◆ Alarm activations of these doors result in an immediate guard call out response which incurs a cost which must unfortunately be on-charged to the person who opened the door.

## **SECURITY CAMERAS**

For your safety and security there are also security cameras to protect you as follows:

- ◆ 14 security cameras are strategically located in and around the common areas of the building.
- ◆ Activities through these cameras are monitored on a digital video recorder, so that in the event of an incident these can be reviewed by the Building Manager and/or Police.

## REPLACEMENT SECURITY TAGS

- ◆ Access tags are issued to **OWNERS ONLY** and tenants need to obtain these from them or their representative. Tags will not be issued to any unauthorised person. If a tag is lost or stolen the Building Manager needs to be immediately notified so that it can be deactivated. Replacement tags cost \$40 but that is subject to change at any time.
- ◆ The security of the building can be compromised when tags are lost or stolen, so it is important that owners and their representatives monitor their own tags allocated to their apartment and ensure the Building Manager is aware of any tags that need to be deactivated.

## KEYS

- ◆ It is important that the Building Manager holds keys to every apartment in order for firemen to access apartments where the alarm has been activated.
- ◆ These will be held in the office safe and will only be used during emergencies or when access is needed for Building WOF requirements (for which prior notice will be given) or in other cases with permission of owners.
- ◆ Should your key not be available in the safe in the event of a fire then the firemen will be obliged to break in, the repair cost of which will be up to the owner to cover.
- ◆ Similarly, keys and/or code numbers to storage rooms in the stairwells should also be provided to the Building Manager.

## RUBBISH

- ◆ Take the lift to Level One, using your security tag. On the **Left** is the door to the **household rubbish** disposal chute, on the **Right** is **recycling** i.e. paper/card, bottles, cans, plastics. Do not include rubbish with recycling items..
- ◆ Put rubbish in plastic bag/s (securely tied) and push bag/s down the chute.
- ◆ Please note that the recycling area is only for recyclable items that can fit in the recycle bins or broken-down cardboard boxes. Any household goods, furniture, beds, clothes etc left here when moving out (or at any time) will incur a charge to the identified owners for "Junk to Go" to remove. Junk to go have a minimum charge of \$200

## CAR PARKS

- ◆ The Level 1 car park is privately owned by a consortium of car park owners and is only accessible to them or their tenants.
- ◆ If you have rights to use a carpark then please ensure that you only park in your own carpark. Any vehicles parked in someone else's carpark or non-designated carpark areas will be towed away at the parker's expense.
- ◆ As parking spaces are quite tight, cars need to be parked within the clearly designated lines. Please check with the Building Manager if you are unsure.
- ◆ Carparks are for parking vehicles only, and are not to be used for storage of anything else.

## SHOPPING CARTS

- ◆ The car park houses shopping carts for use of car park owners only. These are not to be left in your apartment or common areas but must be returned to the car park immediately after use.

## CART DOCK

- ◆ The cart-dock is used for rubbish that won't fit into the rubbish chute; by residents transferring household items; and tradesmen working on the building.
- ◆ The Building Manager is to be notified when use of the service lift and Cart Dock is required. He will provide security ("loaner") tags for operating the roller-door and service lift and will also put up the lift protection curtains.
- ◆ Please note that under **no** Circumstances will permission be granted to any owner or tenant or their contractors to park in the Cart Dock. This is **not** a parking space. It is for Building Manager's and contractors working in the building use only — a temporary park for 60 mins or less.

## MOVING IN & OUT

- ◆ When moving in or out, you **MUST** notify the Building Manager at least 24 hours in advance and use the cart-dock for access. As above the Building Manager will arrange a "loaner" access tag that will give you access to the cartdock. the service lift and your floor (a \$50 deposit applies)
- ◆ The Quay Street entrance is our front entrance designed for residential access only and not for transporting large household items in or out of the building.

## FIRE ALARM, SMOKE & HEAT DETECTORS & SPRINKLER SYSTEM

- ◆ Each apartment is fitted with smoke detectors, sprinklers and a fire alarm. Fire evacuation notices have been provided to each apartment. Please advise the Building Manager if you cannot locate this notice.
- ◆ Please note that apartment smoke detectors are not connected to the main fire alarm system whereas smoke detectors in the corridors are.
- ◆ Therefore if you burn toast or food or anything else that sets off your smoke detector in your apartment **do not under any circumstances open your entrance door** into the foyer. Doing so will activate the foyer smoke detectors which will automatically call the Fire Brigade (and grossly inconvenience every other resident else in the building). The building is charged \$1,150 by the fire brigade for any such false alarm (and a service call of around \$250 by our alarm company First Fire) all of which must unfortunately be on-charged to you.
- ◆ So if you do burn toast or food that sets off your smoke alarms then open all the windows to disperse the smoke but **never** your entrance door until such time as the smoke has totally dispersed via the open windows.

## SMOKE ALARMS:

- ◆ Please note that whilst the smoke alarm in your apartment does not call the Fire Dept, they are still monitored so if removed or interfered with in any way will register a fault condition which will call out our service company First Fire. This entails a callout fee that must be on-charged to you, and if this happens after hours then the after-hours callout fee is a minimum of \$290 - so it is important that you don't interfere with the smoke alarms in your apartment in any way.

## **FIRE EVACUATION PROCEDURES**

- ◆ Should there be a fire alarm, take the stairs to the ground floor and assemble outside the building but well clear of the doorway until the Brigade gives you the "All Clear" to go back into your apartment.
- ◆ The stair security doors will unlock automatically in the event of any fire alarm, and the building's lifts are also automatically de-activated during fire alarms.
- ◆ If any resident is unable (through ill health or disability) to be able to evacuate via the stairs then please notify the Building Manager or Fire Warden to arrange for assistance should a fire occur. It is then important you remain in the stairwell on the level you reside and that the Building Manager or Fire Warden is aware of the level you will be on and the stairwell you will be in (either West or East facing).

There are one or more residents designated as Fire Wardens. There will, however, be occasions when no warden is in the building. If the Fire Service doesn't appear within ten minutes, someone will need to call 111 and request they come to 148 Quay Street.

## **SMOKING**

- ◆ Smoking in common areas (foyers, stairwells, etc) is strictly forbidden and will activate the fire alarm, for which offenders will be charged by the Fire Service – presently that charge is \$1,150 for the fire call out, but again that is subject to change at any time.
- ◆ Do not under any circumstances throw cigarette butts (or anything else!!) out your apartment window.
- ◆ Smoking is not permitted in the external foyer or near the entrance of the restaurant and shop. A public ashtray is located directly outside the Quay Street front entrance. Please use this and do not leave butts on the ground.

## **STAIRWELL STORAGE ROOMS**

- ◆ Some apartments have Storage Rooms (Auxiliary Units/AU's) located on the landings of the East & West stairwells.
- ◆ So as to minimise the risk of fire and not compromise the emergency stairwell exits, owners or renters of these storage rooms must ensure that:
  - (a) there are no inflammable items stored.
  - (b) items are stacked neatly and do not reach within 50mm of the sprinklers as this will impact on their activation.
  - (c) if these rooms are locked, the Building Manager needs to have a key and/or combination number for access should a fire occur in that room.
  - (d) The AU between levels 2-3 has Storage Cupboards accessible from both east & west stairwells. These Cupboards do not have individual sprinklers but have lowered wire mesh ceilings so that the sprinklers can reach everywhere - so please note that it is prohibited under the fire regulations for anything to be stored on the mesh ceilings.

## **LIFTS**

- ◆ Lift doors must never be held open for any extended period of time as this will cause damage to their operation. For residents moving in or out only the cart-dock and the service lift (Lift # 4 closest to the front door) is available for such purposes - and the door on this lift stays open to help with loading and unloading.
- ◆ Please provide advance notice to the Building Manager when requiring use of this lift and cart-dock so that he can arrange an access tag for you to be able to use it (a refundable deposit of \$50 applies) and place protective covers inside this lift as well as notifying the residents of Levels 12 and 14 who's only access is via this lift.
- ◆ As previously noted the service lift also provides the only internal access to the Cart Dock area (used for rubbish disposal; residential moves; and tradesmen). Whilst residents have free access to this area for rubbish disposal, you do need to notify the Building Manager should you require access for moving goods or for visiting tradesmen. Note that this lift can only be called from the ground or first floor and cannot be used to access your floor (unless you have the special tag that the building manager will arrange for you if moving in or out)
- ◆ Should you experience any problems with any of the three main lifts, please report this to the Building Manager.
- ◆ If you are stuck in a lift then you may call the lift company by holding the call button. If you are not actually stuck in a lift then the only person who has authority to call the lift company is the building manager - if you call without authority, particularly outside normal hours then you may well incur an after-hours callout fee.

## **COURIER DELIVERIES**

- ◆ It is not the responsibility of the Body Corporate or Building Manager to ensure safe delivery of courier parcels.
- ◆ If a courier delivery needs signing for the building manager does not have authority to sign on your behalf so you need to ensure that you are either home whenever courier deliveries that need signing for arrive or get them sent to your daytime address such as your work address etc.
- ◆ If a parcel arrives that does not need signing for then if the manager is available to accept such deliveries in the absence of the recipient he may (at his discretion) accept it from the driver and place it on the shelf in front of the letterboxes.

## **RENOVATIONS TO APARTMENTS**

- ◆ All proposed work on apartments must be approved in advance by the Body Corporate Committee. Please go to <http://148quaystreet.co.nz> for a copy of the full Body Corporate Rules, which include acoustic requirements as well as fit out and window alteration guidelines.
- ◆ Once approved and a bond is paid, please advise the Building Manager of when work will take place so that he can arrange for the service lift to be available for tradesmen, as well as notify residents on Levels 12 and 14.

## **YOUR WASTEMASTER**

Please note that unlike houses, drainage outlets in apartments such as ours have a very low drain angle and so are more prone to blockage, and because the drain pipes are under the raised section of floor in your apartment they can be almost impossible to access if they become blocked.

Therefore it is even more important than usual that correct procedures are followed in using your wastemaster to avoid expensive blockages as follows:

- (1) Turn the tap on above the wastemaster, then
- (2) Turn the wastemaster on, then
- (3) Only once it is running up to speed should you slowly put any food scraps in.
- (4) Once you have finished putting food in then leave it running for a few seconds until all grinding noise has completely stopped.
- (5) Only once it has completely stopped turning then turn the water off.

As noted in an apartment block such as ours it is critical that the above is followed, and particularly **NEVER** put food into your wastemaster first and then turn it on later because doing so can cause a very expensive blockage which in extreme cases might mean having to demolish the raised floor to get to the outflow and then the expense of re-instating the floor afterwards.

Also never put bones, banana, pumpkin or onion skins, celery, asparagus, lettuce or potato peelings down your wastemaster because these items can easily entangle the blades causing it to jam and/or block. Pasta and rice (particularly if uncooked) should also be kept out because these items are also likely to expand and cause expensive blockages further down the drainage pipe.

## **HI SPEED INTERNET FIBRE INSTALLATIONS:**

The building has been retrofitted with HSI Fibre and installation into your apartment is available by contacting your ISP. However:

- ◆ If you are a tenant then you will have to seek permission from your property manager or apartment owner to have this installed. The reason being is that some holes will have to be drilled into some walls, in order to install the fibre cable. The installer (Chorus) will require a document to be signed, confirming the owner has agreed to the installation.
- ◆ You also need to advise Chorus that the only contractor authorised by the committee to work in the building is UCG.
- ◆ The installer will make an appointment with you to scope the installation into your apartment and advise you of an installation date and approximate time. The scoping will take about 15 minutes. The installation usually takes about 2 hours.
- ◆ Whether owner or tenant it is imperative that you contact the building manager asap, advising him of the scope date/time and more importantly, the installation date/time. The building manager will have to unlock the basement and 2 terminal cupboards so the technician can access the necessary terminals in order to complete your installation, and if access is not pre-arranged then you may well miss out on your installation date and have to start again.



**LETTERBOXES:**

- ◆ When opening our shiny new letterboxes please ensure that you don't have other keys on your keyring hanging down that can damage the shield of the letterbox below you.

**NOISE:**

- ◆ Should there be ongoing issues with noise (both external and internal), please contact the Building manager.
- ◆ Residents also need to be considerate of their neighbours when using stereos/TVs or entertaining.

**WATER LEAKS**

- ◆ Please immediately report any water leaks to the Building Manager as it is important this is remedied as soon as possible to ensure the apartment and neighbouring apartments are not damaged unnecessarily.
- ◆ In order to avoid unnecessary leaks resulting in insurance claims all residents are requested to turn the water off in their apartment to washing machines and dishwashers etc whenever they are going to be away for an extended period

**DRUGS:**

- ◆ Finally please note that for the health and safety of all residents in the building, 148 Quay Street has a zero tolerance to drugs in the building.
- ◆ To this end we contract regular patrols by drug sniffer dogs, and any positive indications will be reported to the appropriate authorities for further action.

**THIS WELCOME BOOKLET:**

Please ensure if you sell or vacate your apartment that this booklet is left in the apartment in a prominent place (such as on the sink-bench) for the easy and obvious access by the new owners/ tenants.

Thank you

# 148 Quay Street

## Tenant registration and acknowledgement of having read this welcome pack in its entirety (to be signed by all occupiers)

Apartment \_\_\_\_\_

Date: \_\_\_\_\_

As owner/ head tenant of the apartment as listed above I warrant that I have read understand and will abide by instructions in this Welcome pack and shortened version of the rules.

I also warrant that I will ensure that all other residents residing in the apartment with me also read and acknowledge that they have read this welcome pack.

Name \_\_\_\_\_

Phone: \_\_\_\_\_

Signature \_\_\_\_\_

Email: \_\_\_\_\_

The current other residents sharing the apartment with me are as follows:

Name \_\_\_\_\_

Phone: \_\_\_\_\_

Signature \_\_\_\_\_

Email: \_\_\_\_\_

Name \_\_\_\_\_

Phone: \_\_\_\_\_

Signature \_\_\_\_\_

Email: \_\_\_\_\_

Name \_\_\_\_\_

Phone: \_\_\_\_\_

Signature \_\_\_\_\_

Email: \_\_\_\_\_

Name \_\_\_\_\_

Phone: \_\_\_\_\_

Signature \_\_\_\_\_

Email: \_\_\_\_\_

Name \_\_\_\_\_

Phone: \_\_\_\_\_

Signature \_\_\_\_\_

Email: \_\_\_\_\_

**RULES FOR 148 QUAY STREET  
BODY CORPORATE 164980**

**1. Interpretation of terms, and rules binding on owners, occupiers, employees, agents, invitees, customers, licencees and tenants**

- 1.1. Terms defined in the Unit Titles Act 2010 (“Act”) have the same meaning in these rules as they have in the Act, unless the context otherwise requires.
- 1.2. These rules are binding on all owners and occupiers of units in the unit title development as well as the employees, agents, invitees, customers, licencees and tenants of all owners and occupiers of units in the unit title development.
- 1.3. “Owner” has the same meaning in these rules as it has in the Act, and for the purposes of these rules it also includes occupiers of a unit in the unit title development and the employees, agents, invitees, customers, licencees and tenants of all owners and occupiers of units in the unit title development, unless the context otherwise requires.

**2. Interference and obstruction of common property**

An Owner of a unit must not:

- 2.1. interfere with the reasonable use or enjoyment of the common property by other Owners;
- 2.2. obstruct any lawful use of the common property by other Owners; or
- 2.3. restrict any light or air in any unit or common property, or obstruct or cover any windows, sky lights, lights or other means of illumination of any unit or common property.

**3. Damage to common property**

An Owner of a unit must not:

- 3.1. damage or deface the common property; or
- 3.2. drive, operate or use, or permit to be driven, operated or used, any vehicle or machinery on the common property of a size and weight that is likely to cause damage to the common property and any such damage caused or contributed to shall be paid for by the Owner responsible.

**4. Use of facilities, assets and improvements within the common property**

- 4.1. An Owner of a unit must not use any facilities contained within the common property or any assets and improvements that form part of the common property for any use other than the use for which those facilities, assets or improvements were designed and constructed and must comply with any conditions of use for such facilities or assets or improvements set by the Body Corporate from time to time.

- 4.2 Any part of the common property that is used as an entrance or accessway to the unit title development and any easement area giving access to the unit title development shall not be used by any Owner for any other purpose than for entering or leaving the unit title development.

**5. Vehicle parking**

- 5.1 An Owner of a unit must not park a vehicle or permit a vehicle to be parked on any part of the common property unless the Body Corporate has designated it for vehicle parking or the Body Corporate has given prior written consent.
- 5.2 An Owner of a unit that is designated for use as a vehicle park must:
- 5.2.1 only use the vehicle park for the purpose of parking vehicles;
  - 5.2.2 ensure the vehicle park is kept tidy and free of litter;
  - 5.2.3 not use the vehicle park or permit it to be used for storage;
  - 5.2.4 ensure that any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park; and
  - 5.2.5 must clearly mark any vehicle parks designated solely for use by employees or customers of the Owner.
- 5.3 The Body Corporate may remove a vehicle from the unit title development that the Body Corporate considers is parked in such a manner that is in breach of this rule 5, at the expense of the owner of the vehicle concerned, and the Body Corporate shall not be liable for any resulting damage, loss or costs.

**6. Aerials, satellite dishes and antennas**

An Owner of a unit must not erect, fix or place any aerial, satellite dish, antenna, airconditioning unit, heat pump or any other externally visible apparatus ("Appendage") or similar device on or to the exterior of a unit or on or to common property without the prior written consent of the Body Corporate. The consent of the Body Corporate may be withheld, varied or revoked if the rights of another Owner are adversely affected by the appendage.

**7. Signs, notices, advertising and promotion**

- 7.1 An Owner of a unit must not, without the prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld, 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.
- 7.2 An Owner of a unit must not display any temporary or mobile signage, including but not limited to sandwich boards and portable banners ("temporary signage"), at any time other than during the opening hours of the business operating from a unit, and must not display any temporary signage on the common property or any accessory unit without the prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld.
- 7.3 An Owner of a unit must display any goods or services on common property or any accessory unit or use the common property or any accessory unit for any business, promotional or commercial purpose without prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld.

7.4 Rules 7.2 and 7.3 do not apply to any unit used solely for residential purposes.

**8. Contractors**

An Owner of a unit who carries out any repair, maintenance, additions, alterations or other such work on a unit must ensure that any contractors or other such persons employed by the Owner cause minimum inconvenience to all other Owners and ensure that such work is carried out in a proper workmanlike manner.

**9. Rubbish and pest control**

9.1 An Owner of a unit:

9.1.1 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;

9.1.2 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;

9.1.3 must not burn any rubbish anywhere on the common property or in any unit; and

9.1.4 shall keep the unit free of any vermin, pests, rodents and insects.

**10. Cleaning and garden maintenance**

An Owner of a unit must ensure the unit is clean, neat and tidy and is regularly maintained.

**11. External Appearance, Maintenance**

11.1 An Owner 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.

11.2 An Owner of a unit must not:

11.2.1 make any alterations to the colour scheme or appearance of the exterior of the unit without the prior written consent of the Body Corporate;

11.2.2 pave, tile, enclose or glaze any part of a balcony or deck area without the prior written consent of the Body Corporate;

11.2.3 place on any balcony, deck or courtyard any rubbish or objects which may cause offence or any furniture or furnishings that may detract from the overall appearance and standing of the unit title development as may be reasonably determined by the Body Corporate;

11.2.4 erect external blinds or awnings, nor hang internal curtains or blinds, visible from outside the unit, unless the colour and design of those curtains or blinds is approved by the Body Corporate in writing. In giving such approval the Body Corporate shall ensure as far as practicable that the curtains or blinds used in all units present a uniform and orderly appearance when viewed from outside the units. The Owner must keep all blinds and curtains visible from the exterior of the unit in a good and clean condition and must replace or repair such blinds and curtains when the same reasonably requires replacement or repair;

11.2.5 cover or coat any window of a unit with aluminium foil or any other reflective material or hang any decorations of any type or nature on any windows visible from the exterior of the unit.

## 12. Use of water services

12.1 All things required for the provision of water supply, drainage, wastewater and sewage services to units or common property and all things attached to and used in relation to such services, including but not limited to pipes, drains, taps, faucets, toilets, baths, showers, sinks, sink incinerators and dishwashers, must only be used for the purpose for which they were designed and constructed. If any Owner causes or permits any damage, loss or costs to be incurred due to misuse or negligence that Owner shall pay for such damage, loss or costs.

12.2 An Owner of a unit shall not waste water unnecessarily and shall ensure that all taps in the unit are turned off after use.

## 13. Washing

An Owner of a unit:

13.1 shall not hang any clothes, washing, bedding, towels or other items outside or from a unit or outside or from any building contained within a unit or on or from any deck or balcony.

## 14. Security and ventilation equipment

14.1 An Owner of a unit shall comply at all times with the operating and maintenance instructions of any security, fire alarm, air conditioning or ventilation equipment in the unit.

14.2 Notwithstanding anything to the contrary in these Rules, the Owners for the time being of Units C, 11A to 11D (inclusive), 12, 13, 4G and FDU1 shall be solely responsible for the maintenance, repair and replacement of the airconditioning plant and equipment that serves those units and will at their cost obtain all necessary reports as may be required in relation to that airconditioning plant and equipment as required by the Body Corporate for completing a warrant of fitness for the Building.

Section 15 concerns owners requirements for alterations to units and so is omitted from this tenants shortened copy of the rules

16 **Noise, behaviour and conduct**

An Owner of a unit shall not make or permit any noise or carry out or permit any conduct or behaviour, in any unit or on the common property, which is likely to interfere with the use and enjoyment of the unit title development by other owners.

17 **Pets**

17.1 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 the animal or pet is a fish or small bird in which case it is permitted and no Body Corporate consent is required. Consent of the Body Corporate shall not be unreasonably or arbitrarily withheld and may be revoked upon written notice if the rights or interests of any other Owner are adversely affected by any animal or pet, including a fish or small bird permitted under this rule.

17.2 Notwithstanding rule 17.1 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.

- 17.3 An Owner of any animal or pet permitted under rule 17.1 or any dog permitted under rule 17.2 must ensure that any part of a unit or the common property that is soiled or damaged by the animal, pet or dog must promptly be cleaned or repaired at the cost of the Owner.

## 18 Security

An Owner of a unit must:

- 18.1 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;
- 18.2 take all reasonable steps to ensure any electronic security cards, security keys or security codes to a unit or common property are not lost, destroyed or stolen or given to anyone other than a registered owner, occupier or tenant of the unit to which the security card, security key or security code relates;
- 18.3 not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a unit or common property; and
- 18.4 notify the Body Corporate as soon as reasonably practicable if rules 18.1.2 and 18.1.3 are breached.

## 19 Moving and installing heavy objects

An Owner of a unit must not, without the prior written consent of the Body Corporate, bring onto or through the common property or any unit, or erect, fix, place or install in any unit, any object of such weight, size, nature or description that could cause any damage, weakness, movement or structural defect to any unit or common property, and any such damage caused or contributed to shall be paid for by the Owner responsible.

## 20 Lifts

An Owner of a unit must comply at all times with any notice or instruction displayed in any lift in the unit title development. If any lift in the unit title development, other than a goods lift, is to be used for carrying anything other than passengers, lift protection equipment supplied by the Body Corporate must be used.

## 21 Delivery Areas

- 21.1 Any part of common property designated by the Body Corporate as an area for the receipt, delivery or other movement of goods, supplies, produce, merchandise, freight, or other articles, including but not limited to a loading dock or lift designed for goods only, (together called "delivery area"), must only be used:
- 21.1.1 by Owners of units or anyone permitted by an Owner;
- 21.1.2 for the purpose for which it was designed and constructed; and
- 21.1.3 during certain hours set by the Body Corporate from time to time.
- 21.2 Any delivery area in a unit must only be used by the Owner of the unit or anyone permitted by the Owner, and must only be used for the purpose for which it was designed and constructed.



- 21.3 An Owner of a unit that contains a delivery area must not move any goods, supplies, produce, merchandise, freight, or other articles in or out of the unit except through the delivery area.

## **22 Hazards, insurance and fire safety**

- 22.1 An Owner of a unit must not bring onto, use, store, or do, in a unit or any part of the common property anything that:
- 22.1.1 increases or might increase the premium on or is in breach of any Body Corporate insurance policy for the unit title development; or
  - 22.1.2 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
  - 22.1.3 creates a hazard of any kind; or
  - 22.1.4 affects the operation of fire safety devices and equipment or reduces the level of fire safety in the unit title development.

## **23 Emergency evacuation drills and procedures**

An Owner 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.

## **24 Notice of damage, defects, accidents or injury**

Upon becoming aware of any damage or defect in any part of the unit title development including its services, or any accident or injury to any person in the unit title development, an Owner of a unit must immediately notify the Body Corporate. Any cost to repair any such damage or defect shall be paid by the Owner that caused or permitted the damage or defect.

## **25 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 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 the use and enjoyment of the unit title development by other Owners.

## **26 Leasing a unit**

- 26.1 An Owner of a unit:
- 26.1.1 must provide a full copy of these rules and a full copy of all future amendments to these rules to any tenant or occupier of the unit;
  - 26.1.2 must provide the Body Corporate with written notice of the full name, landline phone number and cellphone number for the Owner and for all tenants or occupants of the unit;

- 26.1.3 must inform any tenant or occupier of the unit that the mode of service under the Act is by e-mail, and the Owner must provide the Body Corporate with written notice of the e-mail address for service for the tenants or occupiers of the unit and the e-mail address for service for the Owner; and
- 26.1.4 promptly notify the Body Corporate in writing of any changes to the details in rules 26.1.2 and 26.1.3.