



quay

property management ltd

Quay Property Management Limited
Body Corporate Administration
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MINUTES

COMMITTEE MEETING

ATRIUM BODY CORPORATE S90396

HELD 20 NOVEMBER 2015 – QUAY PROPERTY MANAGEMENT, HARRINGTON HOUSE, TAURANGA

Atrium Committee Members (and contact details)

Bryan Norton	027 495 9763	bryan@livingpix.com
Ian Le Page	027 250 0982	ian_lepage@hotmail.com
Graeme Reardon	027 446 4815	graemereardon@xtra.co.nz
Bob Lancaster	021 078 6683	boblancaster@me.com
William Robinson	07 378 9075	roblec@xtra.co.nz
David Barnes	021 183 0222	fredbarnes364@gmail.com
Frits Lang	021 445 264	fritsnjude@xtra.co.nz
David Higson	027 234 6548	dave.higson@xtra.co.nz

Meeting opened 2.00pm

PRESENT

Bryan Norton, Frits Lang, Ian Le Page, Bob Lancaster, Graeme Reardon, David Barnes, David Higson, Steven Todd, Marlene Ward (Temporary Manager) and David Shea (Body Corporate Administrator).

APOLOGIES

Bill Robinson

Moved: That the apologies be accepted

*Graeme Reardon/David Barnes
Carried*

MINUTES OF THE PREVIOUS MEETING

Minutes of the previous meeting had been distributed to all owners following the meeting held on 9 October 2015.

Moved: That the minutes of the previous Committee meeting held 9 October 2015 are a true and accurate record of that meeting.

*Steven Todd/David Barnes
Carried*

MATTERS ARISING

Long Term Maintenance Plan

A draft Long Term Maintenance Plan is to be reviewed and a draft copy will be distributed to the Committee within a few days.

FINANCIAL YEAR TO DATE

Quay Property Management Limited had prepared a Year to Date financial report and this was tabled to the meeting.

There was discussion on spending that appeared to be over budget. This has been due to the Body Corporate undertaking repair work that should have been dealt with in the past. It has been the current Committee's view that due to the level of involvement in some management aspects of the building that once made aware of various defects and maintenance, the Body Corporate has no option but to get the necessary work done. It was agreed that given there is a significant amount in revenue reserve, then any deficit for the year be off-set against such reserve. This will be tabled for discussion to the Annual General Meeting.

There was discussion on the extraction system in the building. This had been in the past turned up to maximum in order to be effective. The system is to be further inspected to confirm whether there can be any further improvements made. There was a query as to what the cost of IQP inspection is for "extraction". It is thought that this may be carbon dioxide extraction from the car park and not the extraction from units.

It was suggested owners should inspect their lint filters in the clothes dryers and clean if required.

Moved: That the Financial Year to Date report be accepted as tabled.

Steven Todd/Frits Lang
Carried

WIFI

It is noted that there are issues with signal in some areas of the building. Bryan advised that Ultra Fast Fibre (UFF) is due to be in the building next week to identify what the cause of the issue is.

MANAGERS REPORT

The new Managers provided their report to the Committee (copy attached).

MATTERS ARISING FROM THE MANAGERS REPORT

Lifts

There is an issue with buttons sticking and a noise that has developed. Associated Lifts are aware of both issues and are due on-site to resolve the issues.

Rubbish

It was suggested that in future the rubbish truck shouldn't come on to the property, which may be causing damage to the concrete ramp. In future, bins should be taken up to the road and the truck loaded from there.

Louvres

It is noted that Laser Electrical are now the preferred contractor for the automatic louvres. They are due on-site to deal with a current louvre issue.

The Managers tabled a laminated copy of the Body Corporate guidelines that should be put up in ALL units. The Managers were asked to put up on the inside entry door in each unit. It is important that all occupiers are aware of the guidelines.

Frits asked the Managers to put a latch on the fire hydrant doors to keep them closed. Marlene will check with the fire service to see if they would be happy with this, and if so arrange to secure.

In the past it had been noted that there is a section on an RSJ beam that has minor surface rust. It was agreed that the Body Corporate will engage a structural engineer to confirm that there are no concerns. The Managers were asked to progress this.

It was agreed that the Managers are to arrange for the cleaning of balcony faces of those units that require cleaning.

Moved: That the Managers report be accepted as tabled

Bob Lancaster/Bryan Norton
Carried

Marlene was thanked for the excellent Managers report.

BODY CORPORATE RULES

It was agreed that a copy of the Body Corporate Operational rules should be attached to these minutes.

GENERAL BUSINESS

Bob raised his concern with the proposed "Atrium" signage for the top of the building. It was noted this had been discussed at an earlier meeting and Bryan was to have come back to the meeting. After further discussion, it was suggested that the Committee vote as to whether the signage proceeds

Moved: That "Atrium" sign be installed as per the image tabled to the meeting.

Steven Todd/Graeme Reardon
Carried (1 against/1 abstention)

Pool shelter

This had been progressed, a design agreed, and the shelter is to be installed within the next two weeks at a cost of \$3,250.00.

Body Corporate accounts for payment approval

In the past, Quay Property Management Ltd had been sending monthly invoices to the Committee for review and approval to pay. There had been on occasion some delay in getting approval to pay. After discussion it was agreed going forward, invoices for payment are to be sent to Committee, and if the Administrator has no response within 24 hours, this should be considered a "yes" and they are approved for payment.

EMAIL DECISIONS TO BE RATIFIED

In the past the Committee had made some decisions by email. Going forward it was suggested and agreed that it would be prudent to ratify any decisions made by email at committee meetings.

CHRISTMAS SECURITY

It was confirmed the security guards have been booked for 30th & 31st December 2015.

GARAGE FLOORS

The Manager suggested that the ground and basement floors should be power swept quarterly or as required. This was approved.

Marlene was thanked for her attendance and left the meeting.

COMMITTEE CHAIRPERSON

Steven advised that his unit is on the market for sale and accordingly, resigns as Committee Chairperson.

Frits Lang was nominated and accepted the nomination on the basis that he would need all other Committee to respond with urgency to any emails sent. All agreed this is a reasonable expectation. There were no further nominations.

Moved: That Frits Lang be elected Committee Chairperson.

*Bryan Norton/Graeme Reardon
Carried*

ATTENDING MEETINGS

There was discussion on the previously agreed payment of \$50.00 per meeting. It was suggested that this be rescinded and that this be put to the next Annual General Meeting for all owners to be considered. All Committee members agreed with this.

MANAGEMENT AGREEMENT

There was discussion on two invoices from Atrium Management Group Limited for work carried out on the common area. There was also discussion on a broader concern around Atrium Management Group Limited and historically what work they had been charging the Body Corporate for.

Moved: That parts of the invoices be rejected on the basis that the Committee believes that much of the work charged comes under 'cleaning of the common area' according to schedule 1 of the Management Agreement, and as such, Atrium Management Group Ltd is remunerated already.

*Ian Le Page/Bryan Norton
Carried Unanimously*

The Body Corporate had received some initial advise on the agreement between the Body Corporate and Managers around what work is included as part of the management fee and what the Manager is able to charge the Body Corporate for.

Moved: That Tim Jones (Glaister Ennor Lawyers) be engaged to write to Atrium Management Group Limited advising the Body Corporate is not obliged to pay for common area cleaning and that the current invoice is in dispute and returned.

*Bryan Norton/Steven Todd
Carried*

REMOVAL OF ITEMS IN BASEMENT

It is noted there are still items being stored in the basement by the Manager. Quay Property Management Ltd was instructed to write to Atrium Management Group Limited requiring removal of battery drive motor cycles, items under tarpaulin and barbecue within 21 days of the letter or these items will be disposed of with the cost being recovered from the owner.

NEXT MEETING

When required.


CLOSURE

The meeting closed at approximately 4.25pm

MONTHLY REPORT TO BODY CORPORATE

OCTOBER

1. Gardens have been tidied up with the last of the trees cut down by Eddie. We thought we would transplant some of the beautiful orange lilies in the garden outside reception in to the garden between the fence and ramp where a few palms have been cut down to fill some of the gaps.
2. We have had a few owners come in and introduce themselves and let us know they are staying which is really nice and appreciated. Also great to know who is on site. Also had a couple of owners letting us know about their new tenants. Thank you.
3. We have had Sky in to reset one of the decoders, they will replace it if it plays up again. No cost incurred.
4. Argus have completed the replacement of the corroded sensor under the canopy that had caused 2 false alarms. They replaced both sensors in this part of the canopy ceiling with a more modern version that will cope with the elements better. They still have some smoke alarms to tend to in some of the apartments and will get a list to us. We will follow this up again during this month.
5. Craig from Spec Tech has been and given me training on how to use the key tag system. He is also going to download the programme on to the computer so we can play back the cameras. He is looking in to the best way to check which tags are still in use by owners and within our letting pool keys, he is not sure there is an easy answer. There are a lot of tags out there so would be good to get this under control.
6. Phoned Louver Tech - Roof louvers not shutting quickly enough when it rains. Serviceman came out and says the electrics need looking at as he can see some corrosion so we may need new sensors. He has referred the problem to their electricians Guild and Spence who do this specialised work. Waiting for them to get in touch.
7. A BBQ and cover plus 2 gas bottles, 2 x wooden lounges and 2 x lounge cushions have been purchased for the pool area for guests to use.
8. Front glass door locking mechanism was malfunctioning. Called Dorma and had these serviced, now working well. There is some wear in the locking mechanism which may need replacing a year down the track.
9. Also had Dorma take a look at the back doors by the pool as they slam and considered them dangerous. Serviceman said the mechanism needs replacing. Quote received for \$1,134.00 + gst to replace closers, arm assemblies and tighten door frame fixings. We have accepted the quote on behalf of the Body Corp. The job was completed Friday. Now working really well and come with a warranty.
10. Kevin from Worksafe has been in to evaluate our health and safety, he is reporting back to Quay Properties I believe.
11. Lift buttons still stick at times which causes the doors to stay open on that floor. Both Bryan and I have asked Associated lifts to sort this out but they can't seem to fix the problem and Mike said we are the only place that has this problem, bit weird. Mike has been and adjusted the computer as there were issues with the lift stopping. He has cleaned the buttons and expects these to be better.



12. Fritz has given us a "Body Corporate Guideline" sheet which has been typed up and waiting to be laminated. These will be distributed to all apartments.

ITEMS ON ACTION POINTS SHEET

Trees have been removed.

Ray had log book put in place in July

Bryan completed light bulbs 5th level

Bryan looking into coating tiles around pool

One rubbish bin now has a lock on it so only one can be filled at a time. This is working well.

Rubbish bin now in basement re committee request. Also working well.

We are monitoring bikes, skateboards by ensuring our guests know bikes are to be left on cars or in front of their car. We have put new notes on a few issues in to our compendiums. Plus with the Guidelines on doors should help any past problems.

Schedule of Amendments

Body Corporate Operational Rules for Body Corporate S90396 (The Atrium)

The Body Corporate operational rules in schedule 1 of the Unit Titles Regulations 2011 are revoked and replaced with the following rules:

1 Application

- 1.1 All previous Body Corporate Rules are revoked and replaced with these rules.
- 1.2 The Body Corporate Operational Rules in schedule 1 of the Unit Titles Regulations 2011 are revoked and replaced with these rules.
- 1.3 These operational rules are binding on the Body Corporate all Owners, occupiers and mortgagees in possession of a Unit in the Unit Title Development and their employees, agents, invitees, licensees and tenants.

2 Interpretation

2.1 In these rules:

- (a) Terms defined in the Unit Titles Act 2010 ("Act") and Unit Titles Regulations 2011 ("Regulations") have the same meaning in these rules as they have in the Act and Regulations unless these rules or context require otherwise;
- (b) "Body Corporate" means Body Corporate S90396 (The Atrium);
- (c) "Owner" has the same meaning as in the Act and includes occupiers and mortgagees in possession of a Unit in the Unit Title Development and their employees, agents, invitees, licensees and tenants;
- (d) "Recreational Facilities" means the swimming pool and gymnasium and surrounds;
- (e) "Unit" has the same meaning as in the Act and includes principal units and accessory units;
- (f) "Unit Title Development" means the unit title development on unit plan DP S90396 (South Auckland Registry);
- (g) "Vehicle" means any car, van, truck or motorcycle and includes trailers, caravans and boats; and
- (h) References to any action include references to permitting or causing that action to be done.

3 General

- 3.1 In these rules, any prior written consent of the Body Corporate shall not be unreasonably or arbitrarily withheld and may be granted subject to conditions. Any consent granted by the Body Corporate may be revoked or varied at any time if the rights and interests of any other Owner are adversely affected by the granting of consent. This rule applies unless a specific rule provides otherwise.

- 3.2 The Body Corporate may approve and settle schemes in respect of:
- (a) The external appearance of the Unit Title Development including landscaping and outdoor furniture;
 - (b) Signs and notices that may erected, fixed, placed or painted on the common property or the exterior of any unit; and
 - (c) The use of the facilities, assets and infrastructure of the Body Corporate including the Recreational Facilities.
- 3.3 An Owner must comply with any scheme approved and settled by the Body Corporate pursuant to rule 3.2 or any other power or duty of the Body Corporate under the Act or Regulations.
- 4 Building Name and Directory**
- 4.1 The Body Corporate and all Owners must refer to the name and address of the Unit Title Development as The Atrium, 23 Maunganui Road, Mount Maunganui.
- 4.2 The Body Corporate may maintain a directory of Owners at the entrance to the Unit Title Development. If the Body Corporate does maintain a directory of Owners at the entrance to the Unit Title Development, an Owner's name shall only be displayed on the directory at that Owner's request. Name plates affixed to the directory shall be paid for by the Owner requesting the name plate and shall be of uniform appearance, font and style.
- 5 No Statements**
- 5.1 An Owner must not make any statement or issue any press statement or other media release in respect of the Unit Title Development without the prior written consent of the Body Corporate.
- 6 Common Property**
- 6.1 An Owner must not:
- (a) Interfere with the reasonable use or enjoyment of the common property or obstruct any lawful use of the common property by other Owners; or
 - (b) Damage or deface the common property. The costs of repairing such damage shall be paid for by the Owner responsible.
- 7 Assets and Infrastructure**
- 7.1 An Owner must not use any facilities, assets or infrastructure of the Body Corporate (including the Recreational Facilities) for any purpose other than the purpose for which those facilities, assets or infrastructure were designed and constructed for.

8 Recreational Facilities

- 8.1 The Recreational Facilities may only be used by Owners, their invitees and any other person entitled to use them within the hours of use set by the Body Corporate from time to time.
- 8.2 Children under 12 years old must not use the Recreational Facilities unless they are accompanied and actively supervised by a responsible adult at all times.
- 8.3 Running, playing with balls, noisy and hazardous activities are not permitted in or around the Recreational Facilities.
- 8.4 An Owner must not, without proper authority from the Body Corporate, operate, adjust or interfere with the operation of any equipment associated with the Recreational Facilities or add any chemical or other substance to the swimming pool.

9 Water Infrastructure

- 9.1 An Owner must not:
- (a) Use any stormwater or wastewater facility, appliance, fittings, pipes or drains including sinks, toilets, waste disposal units, washing machines or dishwashers ("Water Infrastructure") for any purpose other than the purpose they were designed and constructed for. The cost of repairing any damage or blockages caused by an Owner's misuse or negligent use of any Water Infrastructure shall be paid for by the Owner responsible; or
 - (b) Waste water and shall ensure that all taps in his or her Unit or on the common property are promptly turned off after use and that tap washers are replaced as required.

10 Lifts

- 10.1 An Owner must:
- (a) Comply with the operating instructions and any notice or direction displayed in any lift in the Unit Title Development; and
 - (b) Take all reasonable care not to damage any lift, other than a designated goods lift that is used to carry any thing other than passengers. The cost of repairing any damage to a lift caused by carrying goods or other things shall be paid for by the Owner responsible.

11 Security, Fire Safety and Ventilation Equipment

- 11.1 An Owner must not install any ventilation equipment in his or her Unit which would be visible from the common property or from outside the Unit Title Development.

11.2 An Owner must:

- (a) Comply with the operating instructions of any security, fire safety, ventilation systems, heating systems or other equipment installed in his or her Unit or on the common property; and
- (b) Take all reasonable steps to ensure that security alarms are not activated unnecessarily or so as to cause unreasonable disturbance or inconvenience to other Owners.

11.3 An Owner must not erect or install any air conditioning unit or equipment on to or through the exterior of the Unit which would be visible from another Unit, the common property or from outside the Unit Title Development.

12 Unit Property

12.1 An Owner must not:

- (a) Use his or her Unit for any purpose which may be illegal or injurious to the reputation of the Unit Title Development or any other Owner or so as to interfere with the reasonable use or enjoyment of other Units by other Owners;
- (b) Use his or her Unit for any purpose other than residential purposes without the prior written consent of the Body Corporate;
- (c) Use his or her accessory unit for any purpose other than the purpose it was designed and constructed for;
- (d) Paint or refurbish the exterior of his or her Unit except in conformity with a scheme for the external appearance of the Unit Title Development approved and settled by the Body Corporate; or
- (e) Alter any paved or sealed area in his or her Unit without the prior written consent of the Body Corporate. For the avoidance of doubt, the Body Corporate's consent shall not be required in respect of the repair or replacement of damaged tiles in any Unit with tiles of the same or better quality.

13 Carparking, Loading and Deliveries

13.1 An Owner must not park any Vehicle or load or unload Vehicles or containers on the common property unless the Body Corporate has designated it for carparking or loading or the Body Corporate has given its prior written consent.

13.2 An Owner of a Unit that is designated for carparking or loading must:

- (a) Ensure that the Unit is only used for carparking or loading in accordance with the Unit's designation;
- (b) Keep the Unit tidy and free of rubbish and recycling at all times;
- (c) Ensure that any Vehicle parked or loading on the Unit is within the boundaries of the Unit; and

(d) Not use the Unit for storage.

13.3 The Body Corporate has the power to remove any Vehicle that is improperly parked or loading on common property or any Unit. The cost of such removal shall be paid for by the Owner responsible. The Body Corporate shall not be liable for any damage, loss or costs associated with removing an offending Vehicle.

14 Obstruction

14.1 An Owner must not:

- (a) Obstruct any driveways, paths, loading bays, entrances or access ways or any corridors, stairways, lobbies, entrances, lifts and fire escapes giving access to and within the Unit Title Development; or
- (b) Cover or obstruct any lights, skylights, windows or other means of illuminating the common property or any Unit.

14.2 Any part of the common property that is used to give access to the Unit Title Development, including any easement areas, must not be used by any Owner for any purpose other than entering and exiting the Unit Title Development.

15 Noise and Nuisance

15.1 An Owner must not:

- (a) Make any noise, vibration, fume, dust or smell or carry out any conduct or behaviour which is likely to interfere with the reasonable use and enjoyment of the Unit Title Development by other Owners; or
- (b) Use his or her Unit in a manner that causes a nuisance, annoyance, disturbance or damage or injury to any other Owner.

15.2 There is to be no smoking in the Units or on the common property.

16 Rubbish

16.1 An Owner must not:

- (a) Leave rubbish or recycling on the common property or any part of his or her Unit except in bins or areas designated for rubbish or recycling disposal; or
- (b) Burn rubbish or recycling on common property or in any Unit.

16.2 An Owner must:

- (a) Dispose of all rubbish and recycling promptly, hygienically and tidily in bins or areas designated for rubbish or recycling disposal;
- (b) Ensure that all rubbish or recycling left in bins or areas designated for rubbish or recycling disposal is left in such a way as to not interfere with other Owners' use and enjoyment of the common property; and
- (c) Keep his or her Unit free from vermin, pests, rodents and insects.

16.3 All bins for storing rubbish or recycling must be kept tidily in the areas designated for rubbish or recycling disposal other than at the particular times when they are required to be accessible for collection.

16.4 The cost of removing rubbish or recycling from any part of the Unit Title Development that is not designated for rubbish or recycling disposal shall be paid for by the Owner responsible.

17 Cleaning

17.1 An Owner must:

- (a) Ensure that his or her Unit is kept clean and tidy at all times, including all windows, doors and garden or courtyard and balcony areas; and
- (b) Replace any windows, shutters, awnings or doors which are broken, cracked or otherwise damaged with new glass or other materials of the same or better quality, weight, colour and specification.

18 External Appearance

18.1 The Body Corporate must approve and settle a scheme to ensure that as far as practicable the curtains and blinds in all Units and any external awnings present a uniform and orderly appearance when viewed from outside the Unit Title Development. Such a scheme shall be binding on all Owners.

18.2 All blinds and curtains and external awnings in all Units must as far as practicable present a uniform and orderly appearance when viewed from outside the Unit Title Development in accordance with the scheme approved and settled by the Body Corporate.

18.3 An Owner must seek advice from the Body Corporate prior to erecting blinds and curtains and external awnings to ensure that they comply with any scheme approved and settled under rule 18.1.

18.4 An Owner must maintain and keep any garden or landscaped areas forming part of his or her Unit in a neat and tidy condition.

19 Signs and Notices

19.1 An Owner must not erect, fix, place or paint any sign or notice of any kind including any real estate sign advertising a Unit for sale or lease on or to the common property or any part of the exterior of any Unit or display any temporary or mobile signage including sandwich boards and portable free-standing or banner signs including any real estate sign advertising a unit for sale or lease on the common property or any part of the exterior of any unit without the prior written consent of the Body Corporate.

19.2 Notwithstanding rule 3.1 the Body Corporate has an absolute discretion whether or not to grant any consent under rule 19.1 and may impose conditions and may revoke consent.

19.3 An Owner must maintain, clean and keep in a good state of repair any sign that is authorised by the Body Corporate pursuant to rule 19.1 above.

20 Aerials

- 20.1 An Owner must not erect, fix place any aerial, satellite dish, antenna or similar device to the exterior of his or her Unit without the prior written consent of the Body Corporate. Notwithstanding rule 3.1 and for the avoidance of doubt, consent will not be granted if an aerial, satellite dish, antenna or similar device is visible from outside the Unit.

21 Washing

- 21.1 An Owner must not hang any clothes, bedding, towels or other washing outside or from his or her Unit.

22 Outdoor Furniture

- 22.1 An Owner must not place any outdoor furniture on the balcony or outdoor area of his or her Unit which does not comply with a scheme approved and settled by the Body Corporate under clause 3.2 or in the absence of such a scheme that is not in keeping with the general quality and nature of the Unit Title Development.

23 Animals

- 23.1 An Owner must not bring or keep any animal or pet in his or her Unit or the common property without the prior written consent of the Body Corporate.
- 23.2 The Owner of any animal or pet allowed under rule 23.1 must:
- (a) Ensure that any part of his or her Unit or the common property that is damaged or soiled by the animal or pet is promptly cleaned and repaired at the Owner's cost; and
 - (b) Not raise or breed from the animal or pet.

24 Security

- 24.1 The Body Corporate may restrict access to certain parts of the common property for security purposes and issue each Owner with a key, electronic security card, code or other device necessary to gain entry to the common property. The Body Corporate will issue Owners the number of keys, electronic security cards, codes or other devices it considers to be reasonable. Additional keys, electronic security cards, codes or other devices may be obtained on payment of a reasonable fee set by the Body Corporate from time to time.
- 24.2 An Owner must:
- (a) Keep his or her Unit securely locked at all times when the Unit is not occupied and do all things necessary to protect the Unit from fire, theft or damage;
 - (b) Comply with all Body Corporate policies and directions regarding the security of the Unit Title Development including:
 - (i) Complying with all conditions associated with the issue of all keys, electronic cards, codes and other devices issued by the Body Corporate;
 - (ii) The right to refuse admission to any person whose identity is not known; and

- (iii) Cooperating with the removal of any person from the Unit Title Development in respect of whom a complaint is made; and
 - (c) Give immediate written notice if a key, electronic card, code or other device necessary to gain access to the common property is lost or stolen.
- 24.3 An Owner must not:
- (a) Install a security system in his or her Unit without the prior written consent of the Body Corporate or
 - (b) Copy or duplicate any key, electronic card, code or other device necessary to gain access to the common property.
- 25 Hazards, Insurance and Fire Safety
- 25.1 An Owner must not:
- (a) Bring onto the common property or any Unit any object of such size or weight, nature or description that could cause any damage, weakness, movement or structural defect in the Unit Title Development. The cost of repairing any such damage shall be paid for by the Owner responsible; or
 - (b) Bring onto, use or store any thing or undertake any activity on the common property or in any Unit that:
 - (i) Creates a hazard;
 - (ii) Increases the premium of any Body Corporate insurance policy;
 - (iii) Breaches any enactment or rule of law relating to fire, hazardous substances or dangerous goods or any requirements of the territorial authority;
 - (iv) Affects the operation of fire safety devices or equipment or reduces the level of fire safety in the Unit Title Development; or
 - (v) Makes void or voidable any Body Corporate insurance policy.
- 26 Emergency and Evacuation Procedures
- 26.1 An Owner must cooperate with the Body Corporate during any emergency and evacuation drills and must observe and comply with all emergency and evacuation procedures.
- 27 Notice of Damage, Defects, Accidents and Injuries
- 27.1 An Owner must:
- (a) Give immediate written notice to the Body Corporate of any damage or defect in any part of the Unit Title Development. The cost of repairing any such damage or defect shall be paid for by the Owner who caused the damage or defect; and
 - (b) Give immediate written notice to the Body Corporate of any accident or injury to any person suffered in any part of the Unit Title Development.

28 Contractors

28.1 An Owner who carries out any repair, maintenance, additions, alterations or other such work in his or her Unit must:

- (a) Ensure that the contractor or other person engaged by the Owner to do the work takes care to cause minimum inconvenience to other Owners and that the work is carried out in a workmanlike manner; and
- (b) Liaise with any manager, Owner or other responsible person engaged, contracted or appointed by the Body Corporate as to hours of work, storage of building materials and the removal of building materials from the Unit Title Development.

28.2 All work areas must be adequately screened for dust, noise and safety in accordance with all statutory and territorial authority requirements.

29 Removals

29.1 Before any heavy item is moved into or out of the Unit Title Development, at least 24 hours' notice must be given to any manager, Owner or other person engaged, contracted or appointed by the Body Corporate and the heavy item must only be moved under the supervision of a responsible person approved by the Body Corporate.

29.2 An Owner must

- (a) Give reasonable notice to any manager, Owner or other person engaged, contracted or appointed by the Body Corporate of any plans to move furniture or other large items to or from his or her Unit or over the common property and comply with any directions in respect of hours of work, the use of lobbies, stairs, driveways and the common property; and
- (b) Ensure that removals are undertaken continuously and as expeditiously as possible so as to minimise inconvenience to other Owners.

30 Leasing Units

30.1 An Owner who leases his or her Unit must:

- (a) Provide a full copy of these operational rules to the lessee, tenant or occupier of the Unit; and
- (b) Provide the Body Corporate with the name, landline phone number, cell phone number, email address and address for service for all lessees, tenants and occupiers and any letting agent or property manager responsible for the Unit (if any) and promptly advise the Body Corporate of any changes to those details.

31 Storage Lockers

31.1 The Body Corporate may grant to an Owner the right to use the storage lockers located on the common property without charge on the following terms and conditions:

- (a) Storage lockers shall be allocated on whatever basis the Body Corporate considers reasonable in the circumstances;

- (b) Storage lockers may be used for the storage of non-hazardous items only and must not be used to store any thing that may be illegal, creates a nuisance, is noisy, noxious, dangerous or offensive;
 - (c) Any right granted under this rule shall continue until revoked by the Body Corporate;
 - (d) The Body Corporate shall maintain and repair all storage lockers in accordance with section 138 of the Act and shall recover the cost of such maintenance and repairs from the Owner(s) affected pursuant to section 126 of the Act;
 - (e) The Body Corporate shall not be liable for any damage to any property stored in a storage locker. An Owner who is granted use of storage locker under this rule shall indemnify the Body Corporate against all damage or loss in respect of the Owner's use of the storage locker;
 - (f) An Owner must not assign or sub-let any storage locker granted to him or her; and
 - (g) Any unallocated storage lockers shall be kept locked and empty by the Body Corporate.
-