

# **Residential Operational Rules**

## **Body Corporate 406257**

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

- a) 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.
- b) These rules are binding on all Owners and Occupiers of units in the unit title development as well as the employees, agents, invitees, licencees and tenants of all owners and occupiers of units in the unit title development.
- c) "Owner" Or "Owners" 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, 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 must

- a) Not interfere with the reasonable use or enjoyment of the common property by other Owners, or obstruct any lawful use of the common property by other Owners.
- b) Not obstruct or interfere with the reasonable use or enjoyment of the common property, entrances, lobbies, lifts, escalators, stairways and corridors by other Owners, or obstruct any lawful use of the common property by other Owners.
- c) Not use entrances, lobbies, lifts, escalators, stairways and corridors for any purpose other than ingress or egress to and from the unit.
- d) Not deposit or throw anything on the drive, path or common access way or damage any part.

### **3. Damage to common property**

An Owner must not damage or deface the common property.

### **4. Use of facilities, assets and improvements**

An Owner must not

- a) 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, assets or improvements set by the Body Corporate from time to time.
- b) Make any alteration to any paved or sealed area without first obtaining written consent of the Body Corporate.
- c) Drive, operate, use or permit to be driven operated or used, on the common property, any vehicle or machinery of a weight or nature that is likely to cause damage to the common property. The Owner will be responsible for any damage caused or contributed to by such use, by any Lessee, Occupier, Employee, Agent, Sub-tenant, Contractor, Guest, Invitee or Customer and any damage will be repaired at the Owners expense.
- d) Allow any bonfire or incinerator to be ignited in or upon the unit, the common property, or any part thereof, unless in accordance with directions given by the Body Corporate.
- e) Allow any rubbish or litter to accumulate in on the common property.

- f) Dispose of trade waste on the common property; this must be put into the receptacles for removal.

## **5. Vehicle Parking**

- a) An Owner 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, in respect of any area 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 any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park.
  - v) Not use the area for maintenance or repair work, other than minor work, on any vehicle.
- c) The Body Corporate may remove any 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. Instances of abuse of the parking privilege may result in vehicles being towed without notice by the Body Corporate.

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

An Owner must not erect, fix or place any aerial, satellite dish, antenna 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, which shall not be unreasonably or arbitrarily withheld. The consent of the Body Corporate may be withheld, varied or revoked if the rights of another Owner are adversely affected by the exterior aerial, satellite dish, antenna or similar device.

## **7. Signs and notices**

An Owner must not, without the prior written consent of the Body Corporate, erect, fix, place or paint any signs or notices of any kind on or to the common property or on or to any external part of a unit.

## **8. Contractors**

- a) An Owner who carries out any repair, maintenance, additions, alterations or other such work on or to a unit must ensure any contractors or other such persons employed by the Owner cause minimum inconvenience to all other Owners and ensure work is carried out in a proper workmanlike manner.
- b) An Owner must carry out all work which may be ordered by any competent local authority or public body in respect of the unit to the satisfaction of that local authority or public body.

## **9. Rubbish and pest control**

An Owner must:

- a) Not leave rubbish or recycling 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.
- b) Dispose of rubbish and recycling materials promptly, hygienically and tidily using properly secured and sealed rubbish bags and ensure such disposal does not adversely affect the health, hygiene or comfort of other Owners.

- c) Ensure that bottles are completely drained, cleaned and deposited in unbroken condition in the area designated for bottles and all other rubbish must be drained and securely wrapped in small parcels and deposited in the area designated for rubbish.
- d) Not burn any rubbish anywhere on the common property or in any unit.
- e) Keep the unit free of any vermin, pests, rodents and insects.

#### **10. Cleaning and garden maintenance**

- a) An Owner must ensure the unit is kept clean at all times and any gardens, grounds, yards or paved areas within the unit are kept neat and tidy and are regularly maintained.

#### **11. Cleaning and replacing glass**

An Owner 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.

#### **12. Interior of the unit**

An Owner shall

- a) Not use or permit the unit to be used for any purpose other than in accordance with the requirements of the District Plan.
- b) Be responsible for the interior maintenance and decoration of their unit.
- c) Not use or permit the unit to be used for any purpose which is illegal or which may be injurious to the reputation of any unit.
- d) Repair and maintain the interior of the unit and keep it in sufficiently good order, repair and condition to ensure that no damage, harm, or diminution in value occurs to the common property of any other unit.
- e) Not throw or allow, permit or suffer to be thrown or fall any paper, rubbish, refuse, cigarette butts or other substances or liquids whatsoever in the lifts, out of windows or doors, down the staircase, from balconies, the roof or in passageways of the building. Any damage or cost for cleaning or repairs caused by a breach of this rule shall be borne by the Owner or Occupier of the unit concerned.

#### **13. Accessory Unit**

An Owner must not use or permit an accessory unit to be used for any purpose other than as the purpose for which the accessory unit was constructed and designed for.

#### **14. Exterior of the building**

An Owner must

- a) Repair and maintain the exterior of the unit (if required by the Body Corporate) and keep it in sufficiently good order, repair and condition to ensure that no damage, harm, or diminution in value occurs to the common property of any other unit.
- b) Make no alteration or structural alterations to the unit or in any way alter the elevation or external appearance of the unit without the written consent of the Body Corporate.
- c) Make no alteration to the colour scheme or appearance of the exterior of the unit, which includes door knobs, door locks and the colour scheme of the front door without first obtaining the written consent of the Body Corporate.
- d) Not paint or refurbish the exterior of the unit, except in conformity with the general scheme of painting for the units approved by the Body Corporate.
- e) Not erect external blinds or awnings on the unit.
- f) Maintain any deck, balcony or courtyard forming part of the unit in a neat and tidy condition and not place any item other than outdoor furniture and plants on the deck or

balcony without the written prior approval of the Body Corporate or its Agents, the Secretary or the Building Manager.

- g) Replace any windows, shutters, awnings or doors which are broken, cracked or damaged with new glass or materials of the same pattern and quality.

#### **15. Lawns and gardens on common property**

An Owner must not damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common property or, without the prior written consent of the Body Corporate, use any part of the common property as a garden for their own purposes.

#### **16. Use of 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, and no sweepings, rubbish or unsuitable substances shall be deposited in them. 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.
- b) An Owner shall not waste water unnecessarily and shall ensure all taps in the unit are turned off after use and tap washers replaced where required.

#### **17. Washing**

An Owner:

- a) Shall not, without the prior written consent of the Body Corporate, which shall not be unreasonably or arbitrarily withheld, erect or fix any washing lines, poles or other such drying apparatus for a similar purpose (either temporary or permanent) ("drying apparatus") outside a unit or outside any building contained in a unit, or on or to the exterior of a unit or on or to the exterior of any building contained in a unit.
- b) Shall not hang any clothes, washing, bedding, towels or other items outside a unit or outside any building contained in a unit, other than on any drying apparatus for which the Body Corporate consent has been obtained in accordance with rule 17(a).
- c) Shall not hang any clothes, washing, bedding, towels or other items on the common property other than on parts of the common property designated by the Body Corporate as a washing line area, and such items may only be hung for a reasonable period.

#### **18. Security and ventilation equipment**

An Owner cannot install or permit to be installed, any security system on any unit or on common property without the prior written consent of the Body Corporate.

#### **19. Floor coverings**

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

#### **20. Noise, behaviour and conduct**

An Owner shall

- a) 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.

- b) Not interfere or obstruct the Building Manager from performing the Building Managers duties or interfere or obstruct the Building Manager from using any part of the common property designated by the Body Corporate Body Corporate for us by the Building Manager.

#### **21. Pets**

- a) An Owner 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. 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.
- b) Notwithstanding rule 21(a) 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.
- c) The Owner of any animal or pet permitted under rule 21(a) or any dog permitted under rule 21(b) 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.

#### **22. Security**

An Owner must 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. If the unit is unoccupied, the Body Corporate, Secretary or Building Manager may enter to fasten any that are not secure.

#### **23. Moving and installing heavy objects**

An Owner 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.

#### **24. Hazards, insurance and fire safety**

An Owner 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.
- 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.
- c) Creates a hazard of any kind.
- 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 must cooperate 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 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 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.

## **27. Leasing a unit**

An Owner must:

- a) 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.
- b) Provide the Body Corporate with written notice of the full name, landline phone number and cell phone number for the Owner and for all tenants or occupants of the unit.
- c) Inform any tenant or occupier of the unit that the mode of service under the Act is by email, and the Owner must provide the Body Corporate with written notice of the email address for service for the tenants or occupiers of the unit and the email address for service for the Owner.
- d) Promptly notify the Body Corporate in writing of any changes to the details in rules 27(b) and (c).

## **28. Relation to Management**

All requests for consideration of any matter to be referred to the Committee or the Body Corporate and shall be directed to the Secretary and not the Chairperson or any members of the Committee. Owners and Occupiers shall not directly instruct any contractors or workmen employed by the Body Corporate unless authorised to do so.

## **29. Rules**

- a) An Owner shall observe, comply and procure the observance and compliance of its Visitors, Agents, Servants and Tenants with the rules of the Body Corporate relating to the control, management, security, safety, care, operation, cleanliness and use of the units and common property and for the preservation of good order, safety, comfort and enjoyment of the Occupants and Visitors as may from time to time be in force.
- b) An Owner must comply with all Acts, (including the noise control provisions of the Resource Management Act 1991) bylaws, and regulations for the time being in force in the area in which its unit is situated, as they relate to the use, occupation or enjoyment of the unit, accessory unit or common property.