

# DRAFT

## NOTICE OF BODY CORPORATE OPERATIONAL RULES

*Section 105, Unit Titles Act 2010*

**Applicant:**

**Unit Plan:**

**Supplementary Record Sheet:**

### **Notice**

*The body corporate for the unit title development created by the deposit of the above unit plan will be subject to the operational rules set out in the schedule of the body corporate operational rules.*

### **Schedule of Body Corporate Rules**

*As below*

### **Operational Rules for Body Corporate 58763**

*(North Auckland Registry)*

*The prescribed rules under section 217 (i) of the Unit titles Act 2010 bare amended under section 105 (i) of the Unit Titles Act 2010 to include the following:*

#### **1. Definitions**

*In these rules;*

- a. *Terms used in these rules have the same meaning as they have in the Unit Titles Act 2010 ("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, licensees and tenants of all owners and occupiers of the units in the unit title development;*
- c. *"Owner" has the same meaning in these rules as it has in the Act, and for the purpose of these rules it also includes occupiers of the units in the unit title development, the employees, agents, invitees, licensees and tenants of all Owners and occupiers of the units in the unit title development, unless the context otherwise requires.*

#### **2. Things an Owner must not do**

##### **2.1 Interference and Obstruction of Common Property**

*An Owner must not;*

- a. *Interfere with the reasonable use or the enjoyment of the common property by other Owners;*
- b. *Obstruct any lawful use of the common property by other Owners;*
- c. *Restrict any light or air in any Unit or the common property or obstruct or cover any windows, skylights, lights or any other means of illumination of any unit or the common property;*
- d. *Use any part of the common property that is designed as an entrance or access way to the unit title development or any easement giving access to the unit title development for any purpose other than for entering or leaving the unit title development.*

## 2.2 Damage to Common Property and Unit

An Owner must not;

- a. Damage or deface the common property; or
- b. Without the prior written consent of the body corporate, bring on to 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 the common property; and any repairs required because of such damage shall be paid for by the Owner responsible.

## 2.3 Use of Facilities, Assets and Improvements within the Common Property

An Owner 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.

## 2.4 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 to the common property without the prior written consent of the body corporate, which will not be unreasonably or arbitrarily withheld. However, the consent of the body corporate may be withheld, varied or revoked if the rights of another Owner are adversely affected by the aerial, satellite dish, antenna or similar device.

## 2.5 Signs, Notices, Advertising and Promotion

An Owner must not;

- a. Erect, fix, place or paint any signs or notice of any kind on or to the common property or on or to any external part of the unit with without the prior written consent of the body corporate, except the Owner of unit [retail unit] may place signs advertising that Owner's business on the exterior of that unit;
- b. Display any temporary or mobile signage including, but not limited to, sandwich boards and portable banners ("temporary signage") at any time and must not display any temporary signage on the common property or an accessory unit.
- c. An Owner of a unit must not display any goods or services on common property or in an accessory unit, or use the common property or accessory unit for any business, promotional commercial purpose.

## 2.7 Rubbish

An Owner must not;

- a. 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 collection area, it must be disposed of hygienically and tidily, and not left in such a way that interferes with the enjoyment of the common property by other Owners;
- b. Deposit anything, or throw anything, or beat any mat or carpet on or in, or obstruct the use or enjoyment by other unit Owners or occupiers of, the common property.

## 2.8 Lawns and Gardens on Common Area

An Owner must not damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common property, or use any part of the common property as a garden for their own purposes.

## **2.9 Use of Water Facilities**

An Owner must not;

- a. Waste water unnecessarily, and must make sure that all taps in the unit or common areas property are turned off after use;
- b. Use any things required for the provision of water supply, drainage, wastewater and sewage services to units or to the common property, or anything 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 for any purpose other than the purpose for which they were designed and constructed. If any Owner causes or permits any damage, loss or cost to be incurred due to the misuse or negligence, that Owner shall pay for such damage, loss or costs;
- c. Use toilets, drains, or any other water related apparatus, appliances and fittings, including waste masters, dishwashers, wastepipes and drains, for any purpose other than that for that which they were designed. An Owner must not deposit any sweepings of rubbish or other unsuitable materials in the same.

## **2.10 Washing**

An Owner must not;

- a. Hang any clothes, washing, bedding, towels or other items outside a unit or outside the building containing the unit, except on a washing line or other apparatus to which the body corporate has consented in writing;
- b. Without the prior written consent of the body corporate, which shall not be unreasonably withheld, erect or fix any washing lines, poles or other drying apparatus (either temporarily or permanently) outside a unit, including on the deck of a unit, or on the exterior of the building containing the unit, except that the Owner can erect a freestanding clothesline on the deck of the unit if it is not visible from the ground.

## **2.11 Noise, Behaviour and Conduct**

An Owner must not;

- a. Make or cause or permit to be made any noise, or carry out or allow to be carried out any conduct or behaviour, in any unit or on the common property, which is likely to interfere with the use and enjoyment of other units in the building or of the common property by other Owners or occupiers;
- b. Smoke or consume alcohol or allow smoking to occur or alcohol to be consumed in the common areas;
- c. Use or permit a unit to be used for any purpose which is illegal, or which may be injurious to the reputation of the building or its occupants.

## **2.12 Pets**

An Owner must not keep any animal or pet in any unit or on the common property without the prior written consent of the body corporate, unless the animal or pet is a small dog, bird or a cat, in which case it is permitted and the body corporate consent is not required. The 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 the Owners who are adversely affected by any animal or pet, including any cat, small dog or bird permitted under this rule. This rule shall not apply to the Owner who relies on a guide, hearing or assistance dog. Any Owner who allows any pet permitted under this rule in a Unit or on the common property must ensure that any part of the Unit or common property that is soiled or damaged by the pet must be promptly cleaned or repaired at the cost of the Owner.

### **2.13 Hazards, Insurance and Fire Safety**

An Owner must not bring onto, use, store or do, in the Owner's unit or on any part of the common property, anything that;

- a. increases the insurance premium on, or is in breach of, any body corporate insurance policy of the unit title development;
- b. Is in breach of any statute or other enactment or rule of law relating to fire, insurance, hazardous substances or dangerous goods, or any requirement of the territorial authorities;
- 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.

### **2.14 Cleaning of [Retail Unit]**

The Owner of *[retail unit]* must not engage any person (other than an employee) to carry out cleaning of unit *[retail unit]* without obtaining the prior written approval of that person by the body corporate, such approval not to be unreasonably withheld.

### **2.15 Access**

An Owner must not duplicate any electronic security cards, security keys or security codes for any unit or the common property.

## **3. Things an Owner must do**

### **3.1 Contractors**

An Owner must when carrying out any repairs, maintenance, additions or alteration, or any other work on a unit, ensure that any contractor or any other person employed by the Owner causes minimum inconvenience to the other Owners, and ensure that such work is carried out in a proper and professional manner and meet all requirements of the Health and Safety at Work Act 2015.

### **3.2 Pest Control**

An Owner must;

- a. Keep the Owner's unit free of any vermin, pests, rodents and insects;
- b. Dispose of rubbish and recycling material from the unit promptly, hygienically, and tidily, using properly sealed and secured rubbish bags, and ensure that such disposal does not adversely affect the health, hygiene, or comfort of other Owners.

### **3.3 Cleaning and Replacing Glass**

An Owner must;

- a. Ensure the Owner's unit is kept clean and tidy at all times, and any decks, grounds, yards or paved areas are kept neat and tidy and are regularly maintained to an appropriate high standard;
- b. Keep clean all glass contained in windows or doors of the unit, and replace any cracked or broken glass as soon as possible with glass of the same or better weight and quality;
- c. Pay the cost of repairing or cleaning any blockage to any toilets, drains, or any other water related apparatus, appliances, or fittings where such damage has been caused by use other than normal domestic use, or use in a manner for which the particular amenities have not been designed, if the misuse arose or occurred in that Owner's unit;
- d. Promptly clean and repair at the cost of the Owner any part of the unit or the common property that is soiled or damaged by that Owner's pet or animal.

### **3.4 Security and Ventilation Agreement**

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

### **3.5 Prevention of Noise**

An Owner must except in the kitchen, laundry, toilet or bathroom areas of the unit, make sure that all floor spaces are at all times covered or treated to such an extent as is required to prevent noise transmission from the unit that is likely to disturb the quiet enjoyment that could reasonably be expected by the Owners of other units.

### **3.6 Security**

An Owner must;

- a. Keep the unit locked and all doors and windows 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 that any electronic security cards, security keys or security codes to the unit or to the 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 card, security key or security code relates;
- c. Deposit with the body corporate a key to the Owner's unit for the purpose of enabling access to the unit pursuant to section 138 of the Act.

### **3.7 Compliance**

An Owner must comply with any schemes, rules or regulations established by the body corporate for the management, operation and control of rubbish disposal, security and alarm systems, firefighting and evacuation procedures, air conditioning, lifts and similar facilities, and any rules or regulations made by the body corporate for those purposes.

### **3.8 Notice of Damage, Defects, Accidents or Injury**

An Owner must notify the body corporate if the Owner becomes aware of any damage or defect in any part of the unit title development, including services, or of any accident or injury to any person in the unit tile development.

### **3.9 Leasing of the Unit**

An Owner must;

- a. Provide a full copy of these rules and a full copy of any future amendments to any tenant or occupier of the Owner's unit;
- b. Provide the body corporate with written details of the full name, landline telephone number and cell phone number for all tenants or occupants of the Owner's unit.

### **3.10 Mail**

An owner must use any areas designated for residential mail collection situated on the ground floor of the building.

### **3.11 Contact details**

An Owner must provide the body corporate with a contact address and telephone number, and promptly advise the body corporate if that address or telephone number changes.

#### **4. Things the body corporate may do**

##### **4.1 Licence**

The body corporate may grant an Owner or anyone claiming through that Owner any special privilege (including a licence) in respect of the enjoyment of part or parts of the common property.

##### **5. Building Elements**

The Body Corporate acknowledges that the roof is a building element under section 138(1)(d) of the Act. The Body Corporate will be required to consider the sections under 126 of the Act in relation to recover of money expended on the roof and in particular s.126(2)(b) in ascertaining allocation of costs incurred in respect of repairs and/or maintenance of the roof.