

Mixed Use Model Operational Rules

BODY CORPORATE NUMBER 404693

9-11 Lovell Court, Rosedale

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, customers, licencees and tenants of all owners and occupiers of units in the unit title development.
- c. "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, licencees and tenants of all owners and occupiers of the units in the unit title development, unless the context otherwise requires.
- d. A hardcopy of these rules and a full copy of all future amendments to these rules must be kept in each tenancy.
- e. Owners must comply with House Rules.

2. Interference and Obstruction of Common Property:

An Owner of a unit must not:

- a. interfere with the reasonable use or enjoyment of the common property by other Owners;
- b. obstruct any lawful use of the common property by other owners; and
- c. 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:

- a. damage or deface the common property; and
- b. 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

- a. 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, assets or improvements set by the Body Corporate from time to time.
- b. Any part of the common property that is used as an entrance or access way to the unit title development and any easement area giving access to the unit title development shall not be used by any Owner for any other purpose than for entering or leaving the unit title development.

5. Vehicle Parking

- a. An Owner of a unit must not:

- i. 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;
 - ii. store any vehicle, which is not in running condition in any Accessory Unit or on the Common Property;
 - iii. park any vehicle in any carpark designated as a 'disabled carpark' without displaying relevant identification;
 - iv. permit any shipping container or similar or any other object apart from a vehicle to be placed on the Common Property or on any Accessory Units without the permission of the Secretary which may be given on such terms as the Secretary deems fit;
 - v. park any vehicle on the Common Property or on an Accessory Unit that leaks diesel, petrol or other fluid which may stain or damage the surface of the Common Property or Accessory Unit
 - vi. Permit the designated Visitor car parks to be used for anything but that purpose.
- b. An owner of a unit that is designated for use as a vehicle park must:
 - i. only use the vehicle park for the purpose of parking vehicles;
 - ii. ensure the vehicle park is kept tidy and free of litter;
 - iii. not use the vehicle park or permit it to be used for storage;
 - iv. ensure that any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park; and
- c. 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 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, notices, advertising and promotion

- a. 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, provided that no such signs shall be allowed except in the recessed area for signs on each Unit and that the Body Corporate may provide direction of the as to position, size, colour and style of sign.
- b. An Owner of a unit must not 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.

8. Maintenance

An Owner

- a. shall be responsible for the interior maintenance and decoration of the Owner's Unit;
- b. shall not employ any contractor or worker for the purpose of repairing or altering or making good any services to any Unit other than a contractor or worker appointed or approved by

- c. the Committee for such purpose or under the supervision and to the satisfaction of the Committee, which may specify conditions under which the work shall be carried out;
- d. may, subject to the approval of the Committee, nominate and employ trades persons for the purpose of repairing and making good any part of that Proprietors Unit in an emergency; and
- e. must comply with the provisions of the Body Corporate procedures for fitting-out or otherwise carrying out any work to the Proprietor's Unit;
- f. must 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 shall ensue to the Common Property or any other Unit;
- f. must maintain any garden or ground forming part of a Unit in a neat and tidy condition;

Nothing in this Rule shall prevent a Proprietor from employing an interior decorator for the purpose only of decorating or redecorating the interior of any Unit.

9. Rubbish and pest control

An Owner of a unit:

- a. must not leave rubbish, recycling material, trade refuse or waste, dirt or other material on the common property except in areas designated for rubbish collection by the Body Corporate, and where such material is left in a designated rubbish collection area it must not be left in such a way that interferes with the enjoyment of the common property by other Owners;
- b. must dispose of rubbish and recycling material promptly, hygienically and tidily and ensure such disposal does not adversely affect the health, hygiene or comfort of other Owners;
- c. must not burn any rubbish anywhere on the common property or in any unit; and
- d. shall keep the unit free of vermin, pests, rodents and insects.

10. Cleaning and garden maintenance

An Owner of a unit 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 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.

12. Lawns and gardens on common property

An Owner of a unit 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.

13. Use of water services

- a. All things required for the provision of water supply, drainage, wastewater and sewage services to units or common property and all things attached to and used in relation to such services, including but not limited to pipes, drains, taps, faucets, toilets, baths, showers, sinks, sink incinerators and dishwashers, must only be used for the purpose for which they were designed and constructed. 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 of a unit shall not waste water unnecessarily and shall ensure that all taps in the unit are turned off after use.

14. Washing

An Owner of a unit:

- a. 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; and
- b. shall not hang any clothes, washing, bedding, towels or other items on the common property.

15. Security and ventilation equipment

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.

16. Floor coverings

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

17. Noise, behaviour and conduct

Except for the conditions in a. and b. below, 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.

- a. No person owning or occupying Units F to P (which are the residential units) shall object to the right of owners and occupiers of non-residential Units to carry out any activity allowed under the relevant District Plan except as prohibited by these Rules.
- b. The owners and occupiers of non-residential Units shall not undertake panel beating or spray painting and if vehicle repairs are undertaken this must be done inside a Unit only and not outside. Owners of non-residential Units shall do all they can to ensure any business operated from their Unit is closed from 9pm to 7am.

18. Pets

- a. An Owner of a unit must not bring or keep any animal or pet in any unit or on the common property.
- b. Notwithstanding rule 18 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. An Owner of any dog permitted under rule 18 b. must ensure that any part of a unit or the common property that is soiled or damaged by the animal must promptly be cleaned or repaired at the cost of the Owner.
- d. An Owner of any dog permitted under rule 18 b. must ensure that it is kept under control at all times and does not cause a nuisance. It must not be allowed outside a unit unless on a leash and under direct supervision.

19. Security

An Owner of a unit must:

- a. keep the unit locked and all doors and windows closed and securely fastened at all times when the unit is not occupied, and do all things reasonably necessary to protect the unit from fire, theft or damage;
- b. take all reasonable steps to ensure any electronic security 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 proprietor, occupier or tenant of the unit to which the security card, security key or security code relates;
- c. not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a unit or common property; and
- d. notify the Body Corporate as soon as reasonably practicable if rules 16(b) or (c) are breached.

20. 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.

21. Hazards, insurance and fire safety

An Owner of a unit may not bring onto, use, store, or do, in a unit or any part of the common property anything that:

- a. increases the premium on or is in breach of any Body Corporate insurance policy for the unit title development; or
- b. is in breach of any enactment or rule of law relating to fire, insurance, hazardous substances or dangerous goods, or any requirements of any Territorial Authority; or
- c. creates a hazard of any kind; or
- d. affects the operation of fire safety devices and equipment or reduces the level of fire safety in the unit title development.

22. Emergency evacuation drills and procedures

An Owner of a unit must cooperate with the Body Corporate during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures.

23. 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.

24. 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. This clause does not imply that the Body Corporate will necessarily allow such a business activity.

25. Leasing a unit

An Owner of a unit:

- a. must not grant any lease or enter into any occupancy arrangement of the Unit or part thereof for any period without first obtaining the consent in writing of the Body Corporate. The Body Corporate shall not unreasonably or arbitrarily delay or withhold its consent to a lease or occupancy arrangement of a Unit. It shall be a condition of any such consent that the terms of the lease or occupancy arrangement are written and will include provisions:
 - i. obliging the lessee/occupant to comply with these Rules; and
 - ii. allowing the Body Corporate to enforce the Rules from time to time against both lessor and lessee/occupant under the lease.
- b. 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;
- c. 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;
- d. must 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; and
- e. promptly notify the Body Corporate in writing of any changes.

26. Emergency contact

The Owner shall advise the Committee of the Proprietor's private address and telephone number or, if the Proprietor is a corporation of the secretary or other responsible person employed by the Proprietor, and shall keep the Body Corporate promptly informed of any change of such address or telephone number.

27. Additions and Alterations

An owner of a Unit, subject to Rule 8, shall

- a. make no additions or alterations to the Unit or Common Property (including any alteration to installations for the supply of gas, water or electricity) or in any way alter the elevation or external appearance of the Unit or Common Property provided however that the Proprietor from time to time may relocate internal partitions or walls (but not structural walls) or redecorate, refurbish, repair and upgrade the interior of a Unit with the prior written consent of the Body Corporate and using only such contractors and methods of demolition and construction and loading and unloading as shall be determined or approved by the Body Corporate;
- b. make no alteration to the colour scheme or appearance of the exterior of the Unit without first obtaining the consent in writing of the Body Corporate, such consent to be given at the absolute discretion of the Body Corporate; and
- c. make no alteration to any paved or sealed areas without first obtaining the consent in writing of the Body Corporate, such consent to be given at the absolute discretion of the Body Corporate.