

Body Corporate Rules
397 Ormiston Rd, Flat Bush

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" 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.
- d) "Building" means the building in which all Units are contained.
- e) "Building Manager" means the company or individual/s that provide the services of building administration and fulfils the delegated duties of the Chairperson or Committee of the Body Corporate from time to time.

2. Damage to common property

An Owner or occupier of a unit must not damage or deface the common property.

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

- a) An Owner or occupier 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 or the Building Manager from time to time.
- b) 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.

4. Vehicle Parking

- a) An Owner or occupier 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.
- b) An Owner or occupier of a unit that is designated for use as a vehicle park must:
 - i. Ensure the vehicle park is kept tidy and free of litter;
 - ii. Not use the vehicle park for any purpose which is or may create a fire hazard, or which in any way undermines any policy of insurance in the name of the Body Corporate; and
 - iii. Ensure that any vehicle parked in the vehicle park is parked within the boundaries of the unit or accessory unit.
- 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 4, 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.

5. Aerials, satellite dishes and antennas

An Owner or occupier 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.

6. Signs and notices

- a) An Owner or occupier of a unit 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.
- b) An Owner or occupier of a unit must not erect, fix, place or paint any signs or notices of any kind on or to any external part of a unit.

7. Contractors

An Owner or occupier 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 or occupier cause minimum inconvenience to all other Owners and occupiers and ensure that such work is carried out in a proper workmanlike manner.

8. Rubbish and pest control

An Owner or occupier of a unit:

- a) Must 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 or occupiers;
- b) Must not burn any rubbish anywhere on the common property or in any unit; and
- c) Must not at any time cause or allow litter or any other material to fall from any balcony contained in a unit;
- d) Shall keep the unit free of any vermin, pests, rodents and insects.

9. Cleaning and garden maintenance

An Owner or occupier of a unit must ensure the unit is kept clean at all times and any gardens, planter boxes, grounds, yards or paved areas within the unit are kept neat and tidy and are regularly maintained including maintaining the plants in any planter boxes and not permitting any rubbish to accumulate.

10. Cleaning and replacing glass & window coverings

An Owner or occupier of a unit must:

- a) Keep clean all glass contained in windows or doors of a unit, and replace any cracked or broken glass within ten (10) working days of damage being caused with glass of the same or better weight and quality.
- b) Ensure any window coverings are not ripped or torn and have only a uniform white backing visible from the exterior of the unit

11. 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.

12. 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 or occupier causes or permits any damages, loss or costs to be incurred due to misuse or negligence that Owner or occupier shall pay for such damage, loss or costs.
- b) An Owner or occupier 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 or occupier of a unit:

Shall not hang any clothes, washing, bedding, towels or other items on the common property at any time.

14. Security and ventilation equipment

An Owner or occupier 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 and where no equipment is contained in the unit, shall at all times ensure the unit is adequately ventilated as directed by the Body Corporate or the Building Manager so as to keep condensation and humidity as low as possible to prevent damage to the unit.

15. Noise, behaviour and conduct

An Owner or occupier of unit shall not:

- a) 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 or occupiers between the hours of 10pm and 7am;
- b) Allow any articles other than outdoor furniture to be permanently placed on any deck or accessory unit attached to a unit;
- c) Allow any more than two permanent residents per bedroom to reside in a unit, with a maximum of five permanent residents in a three bedroom unit;
- d) Engage in any illegal behaviour in a unit or on the common areas, including but not limited to the use or manufacture of drugs or other illicit substances;
- e) Dispose of any rubbish or cigarette butts over the balconies of any unit;
- f) Hang washing or rugs from any part of a unit.

16. Pets

- a) An Owner or occupier 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. 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 or occupier are adversely affected by any animal or pet.
- b) Notwithstanding rule 16(a) any Owner or occupier 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 or occupier of any animal or pet permitted under rule 16(a) or any dog permitted under rule 16(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 or occupier.

17. Security

An Owner or occupier of a unit must:

- a) Keep the front door of their unit closed at all times, whether the unit is occupied or not, unless the unit has a professionally installed lockable screen door fitted for security and ventilation purposes.
- b) 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;
- c) 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;

- d) Not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a unit or common property, and
- e) Notify the Body Corporate as soon as reasonably practicable if rules 17 (b) or (c) are breached.

18. Moving and installing heavy objects

An Owner or occupier 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 or occupier responsible.

19. Hazards, insurance and fire safety

An Owner or occupier of a unit 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; 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.

20. Emergency evacuation drills and procedures

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

21. 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 or occupier of a unit must immediately notify the Body Corporate. Any cost to repair any such damage or defect shall be paid by the Owner or occupier that caused or permitted the damage or defect.

22. Leasing a unit

An Owner who leases or otherwise tenants or lets a unit (including for Short-Term Accommodation) or who otherwise has their unit occupied in their absence 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) Include a clause in the lease, license, tenancy or any other document recording the accommodation arrangement stating that the lessee, tenant or occupier of the Unit is bound by these rules and attach a full copy of the lease, license, tenancy or other document recording the accommodation arrangement;
- c) Provide the Body Corporate or any Building Manager with written notice of the full name, land line phone number and cell phone number for the Owner and the email and physical address for service for the Owner prior to allowing any occupation of the unit by any person;
- d) In accordance with section 81 of the Unit Titles Act 2010, an Owner who leases or licences their Unit and who is absent from New Zealand for more than 3 consecutive weeks must appoint a person in New Zealand to act as his agent (unless the lease is in respect of a residential tenancy under the Residential Tenancies Act 1986 and an agent has already been appointed under the Act) and advise the Body Corporate of the agent's name, address for service, and contact details.
- e) If, as a result of an Owner operating Short Term Accommodation in their Unit the Building Manager finds it necessary to carry out additional duties over and above the duties in the Building Manager's service contract with the Body Corporate, the Body Corporate may recover from the

Owner responsible any additional duties carried out by the Building Manager under this rule. Any such additional duties include (without limitation) those the Building Manager must carry out under urgency at the time, those the Building Manager carries out by request from an Owner, additional duties required to be carried out by the Building Manager due to inadequate Owner supervision of Short Term Accommodation guests and their accommodation arrangements, as well as any breach of these rules.

- f) Promptly notify the Body Corporate in writing of any changes to the details in rule 22(b).
- g) Pay to the Body Corporate on demand any costs suffered by the Body Corporate due to a breach of these operational rules by any tenant or licensee (or their invitees) of the Owner.