

Rules

Rules relating to Peak Village Communal Facilities as at 15 July 2015.

Each Shareholder must:

In relation to the Communal Wastewater Facility:

1. Use only the Wastewater Installer as notified by the Company (being, at the date of adoption of these Rules, Innoflow Technologies NZ Limited) to supply and install that Shareholder's Wastewater Equipment and connect that equipment to the Communal Wastewater Facility and ensure that the Shareholder's Wastewater Equipment complies with the requirements of the Auckland Council Resource Consent and any specifications notified by the Company from time to time.
2. Maintain, repair and replace that Shareholder's Wastewater Equipment, including the desludging of any interceptor tank, as and when required by the Wastewater Manager (being, at the date of adoption of these Rules, S3 Limited).
3. Ensure that the stormwater from all roofed and paved areas is prevented from entering the Shareholder's Wastewater Equipment and ensure that stormwater from surrounding areas is prevented, as far as is practicable, from entering any wastewater tank on the Shareholder's Lot.
4. Use the Communal Wastewater Facility and the Shareholder's Wastewater Equipment only for the disposal of domestic waste and not for the disposal of any industrial, commercial or other waste or for the discharge of any poisonous, noxious, dangerous or offensive substance.
5. Comply with all applicable provisions of any maintenance agreement entered into by the Company with the Wastewater Manager and, in particular, not permit or allow;
 - 5.1 any parts to be attached to the Shareholder's Wastewater Equipment which are not supplied by the Wastewater Installer or the Wastewater Manager or the manufacturer of the Communal Wastewater Facility;
 - 5.2 any alterations or changes to the Shareholder's Wastewater Equipment;
 - 5.3 the Shareholders Wastewater Equipment or the Communal Wastewater Facility to be used for any purpose for which it was not intended;
 - 5.4 any person other than the Wastewater Manager to undertake any maintenance, repair or replacement of the Shareholder's Wastewater Equipment.
6. Comply with all aspects of the Owner's Manual provided by the Wastewater Manager.
7. Comply with all requisitions, notices or orders made by any authority having jurisdiction in respect of the Shareholder's Wastewater Equipment or the Communal Wastewater Facility.
8. Not perform or allow any act or omission that may result in damage to the Communal Wastewater Facility or adversely affect the operation of the Communal Wastewater Facility or adversely affect any insurance policy, or the premium payable under any insurance policy, in respect of the Communal Wastewater Facility.

9. Not perform or allow any act or omission that may result in any breach or noncompliance with any Resource Consent under the Resource Management Act in relation to the Communal Wastewater Facility or the Shareholder's Wastewater Equipment.
10. Allow the Wastewater Manager and any person engaged or employed by the Wastewater Manager access to the Shareholder's Lot at all such times as may be necessary for the Wastewater Manager to;
 - 10.1 monitor, measure, record and check the operation of all pumps and alarms on the Shareholder's Lot;
 - 10.2 carry out any maintenance, repair or replacement of the Shareholder's Wastewater Equipment or the Communal Wastewater Facility; or
 - 10.3 recommend any action required on the part of the Shareholder to ensure that the Shareholder's Wastewater Equipment is properly operational.
12. Promptly and fully comply with any recommendation made by the Wastewater Manager.
13. Promptly report any damage to or malfunction in the operation of the Shareholder's Wastewater Equipment or the Communal Wastewater Facility to the Wastewater Manager.
14. Promptly pay or reimburse the Wastewater Manager for all amounts payable in relation to any additional monitoring, maintenance, repair or replacement of the Shareholder's Wastewater Equipment not covered by the annual Contributions.

In relation to water consumption:

1. When the installation of plumbing in any dwelling on the Shareholder's Lot is completed, provide to the Company a certificate detailing the water reduction facilities and fixtures which have been installed.
2. Not consume or allow to be consumed on the Shareholder's Lot more than 1,080 litres of water in any 24 hour period.
3. Allow the Company or any person engaged by the Company to monitor the amount of water consumed on the Shareholder's Lot to ensure compliance with Rule 2 above and for that purpose to allow the Company or any person engaged by the Company to enter the Shareholder's Lot and to use any equipment to enable an accurate measurement of the water consumption to be undertaken.

In relation to the Communal Stormwater System:

1. Use only the Stormwater System Manager as notified by the Company to supply and install that Shareholder's Stormwater Equipment and connect that Equipment to the Communal Stormwater System and ensure that the Shareholder's Stormwater Equipment complies with the requirements of the Auckland Council Resource Consent.
2. Maintain repair and replace that Shareholder's Stormwater Equipment as and when required by the Stormwater Manager.
3. Ensure that all Stormwater from the Shareholder's Lot enters the Communal Stormwater System.

4. Use the Communal Stormwater System and the Shareholders Stormwater Equipment only for the disposal of Stormwater and not for the disposal of any industrial, commercial or other waste or for the discharge of any poisonous, noxious, dangerous or offensive substance.
5. Comply with all applicable provisions of any maintenance agreement entered into by the Company with the Stormwater Manager.
6. Comply with all requisitions, notices or orders made by any authority having jurisdiction in respect of the Shareholders Stormwater Equipment or the Communal Stormwater System.
7. Not perform or allow any act of omission that may result in damage to the Communal Stormwater System or adversely affect the operation of the Communal Stormwater System or adversely affect any insurance policy, or the premium payable under any insurance policy, in respect of the Communal Stormwater System.
8. Not perform or allow any act or omission that may result in any breach or non-compliance with any Resource Consent under the Resource Management Act in relation to the Communal Stormwater System or the Shareholder's Stormwater Equipment.
9. Allow the Stormwater Manager and any person engaged or employed by the Stormwater Manager access to the Shareholder's Lot at all such times as may be necessary for the Stormwater Manager to:
 - 9.1 Monitor the Shareholder's Stormwater Equipment;
 - 9.2 Carry out any maintenance, repair or replacement of the Shareholder's Stormwater Equipment; or
 - 9.3 Recommend any action required on the part of the Shareholder to ensure that the Shareholder's Stormwater Equipment is properly operational.
10. Promptly and fully comply with any recommendation made by the Stormwater Manager.
11. Promptly report any damage to or malfunction in the operation of the Shareholder's Stormwater Equipment or the Communal Stormwater System to the Stormwater Manager.
12. Promptly pay or reimburse the Stormwater Manager for all amounts payable in relation to any additional monitoring, maintenance, repair or replacement of the Shareholder's Stormwater Equipment not covered by the annual contributions.

In relation to the Private Ways:

1. Only use those Private Ways over which the Shareholder's Lot has the benefit of a registered right of way easement.
2. Use the Private Ways only for access to and egress from the public road to the Shareholders Lot.
3. Not bring any heavy equipment or heavy vehicles onto the Private Ways which may damage the surface of the Private Ways.
4. Use only the designated parking areas on the Private Ways for the parking of vehicles.
5. Not create any excessive noise or other nuisance while on the Private Ways.

6. Keep the Private Ways clear of all obstructions other than parked vehicles on the designated parking areas.
7. Leave the Shareholder's rubbish bins only in the designated collection areas at the designated times and promptly remove the rubbish bins once they have been emptied.

Generally:

1. Ensure compliance by the occupiers and invitees of the Shareholder's Lot with these Rules.
2. Pay all Contributions and Special Levies as and when notified by the Company from time to time, recognising that the Contributions include the annual service charge and an accrual for the ten year pump-out charge in relation to the Shareholder's Wastewater Equipment but do not include any charges for additional maintenance or services required to the Shareholder's Wastewater Equipment.