

Body corporate operational rules

Maltworks Terraces

Body corporate number: 559725

The following rules are in replacement of the operational rules prescribed by the Unit Titles Regulations 2011:

1 Interpretation

1.1 In these rules:

Act means the Unit Titles Act 2010.

body corporate means the body corporate referred to on the front page of these rules.

owner has the same meaning in these rules as it has in the Act, and, where the context requires for the purposes of these rules, also includes occupiers of a unit in the unit title development and the employees, agents, invitees, licensees and tenants of all owners and occupiers of units in the unit title development unless the context otherwise requires.

unit has the same meaning in these rules as it has in the Act, and unless the context otherwise requires, for the purposes of these rules includes an accessory unit attached to that unit (if any), and in relation to any Owner means the unit owned or occupied by that Owner.

Terms defined in the Act have the same meaning in these rules, unless the context otherwise requires.

1.2 Reference to including does not imply limitation.

2 Interference with common property

2.1 An owner must not:

- i interfere with the reasonable use or enjoyment of the common property by other owners;
- ii obstruct any lawful use of the common property by other owners; and
- iii 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

3.1 An owner must not:

- i damage or deface the common property; and
- ii 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 within common property

4.1 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.

4.2 An owner must comply with any conditions of use for such facilities, assets or improvements set by the body corporate from time to time.

4.3 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.

4.4 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.

5 Interior maintenance

5.1 An owner shall be responsible for the interior maintenance and decoration of the owner's unit.

5.2 An owner shall not employ any contractor or worker for the purpose of repairing or altering or making good any part of any unit or any services to any unit other than a contractor or worker appointed or approved by the body corporate for such purpose or under the supervision and to the satisfaction of the body corporate. The body corporate may specify conditions under which the work shall be carried out.

5.3 Nothing in this rule 5 shall prevent an owner from employing an interior decorator for the purpose only of decorating or redecorating the interior of any unit.

5.4 An owner may, subject to the approval of the body corporate, nominate and employ tradespersons for the purpose of repairing and making good any part of the owner's unit in an emergency.

- 5.5 An owner of 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 cause minimum inconvenience to all other owners and ensure that such work is carried out in a proper workmanlike manner.
- 6 Vehicle parking**
- 6.1 Vehicle parks are allocated as part of the Principal Unit between the units garage and the common property which has been formed and sealed as a driveway. An allocated vehicle park may only be used by the owner or occupier of the unit to which it has been allocated and its invitees. An owner or occupier which has been allocated use of a vehicle park must:
- i only use the vehicle park for the purposes of parking vehicles belonging to or used by the owner or occupier, or the owner or occupier's guests and shall not park more than one vehicle in any vehicle park;
 - ii ensure that all vehicles parked by the owner or occupier are parked completely within the marked lines of the vehicle park or if unmarked completely within that owner's Principal Unit;
 - iii not spill oil or any other harmful substance on any vehicle park or any other part of the unit title development;
 - iv ensure the vehicle park is kept tidy and free of litter;
 - v not use the vehicle park, or permit it to be used, for storage;
 - vi not fence or place anything, including but not limited to pot plants, stones, decorations, storage units or objects on the parking area except for vehicles permitted in clause 6.1
 - vii comply with any reasonable rules, regulations and procedures made by the body corporate as to:
 - (a) the marking and identification of cars used by any persons entitled to park vehicles in the vehicle parks;
 - (b) the procedures to be followed as to the driving and parking of vehicles in the vehicle parks;
 - viii any other matter that the body corporate may reasonably consider necessary for the control, safe use and enjoyment of the vehicle parks;
 - ix ensure that the manoeuvring of motor vehicles in the unit title development is conducted in a safe and responsible manner so as not to cause undue interference to other owners or occupiers; and
 - x ensure that its invitees do not use any vehicle park allocated to any other owner or occupier without that owner's or occupier's consent.
- 6.2 The body corporate shall, if requested by an owner or occupier, follow the owner's or occupier's reasonable directions to enforce that owner's or occupier's exclusive rights in respect of any vehicle park. Nothing in this rule shall prevent an owner or occupier from enforcing its exclusive rights to a vehicle park without the consent or participation of the body corporate to the extent permissible by law.
- 6.3 Rules 6.1 to 6.2 (inclusive) may only be added to, amended or repealed by a majority resolution of the Body Corporate with the consent of the affected owner.
- 6.4 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 designed it for vehicle parking or has given prior written consent.
- 6.5 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 6 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.
- 6.6 The Owner of a unit acknowledges that Christchurch Council may be required to grant the unit title development a waiver of the fire regulations under section 67 of the Building Act 2004 from compliance with the prevention of fire spread provisions in the Building Code. This waiver is required between vehicle park accessory units and or between vehicle parks as part of a principal unit and another vehicle park of another principal unit, as it is generally not practical to provide fire rated walls to separate each vehicle park from adjoining car parks and it is typical for similar residential buildings.

7 Aerials, satellite dishes and antennas

- 7.1 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 to the common property without the body corporate's prior written consent. 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 or antenna or similar device.

8 Signs and notices, advertising and promotion

- 8.1 An owner must not without the body corporate's prior written consent, display, 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 or in a principal unit or in an accessory unit that is visible from either the common property or the external part of the unit.
- 8.2 An owner must not display any goods or services on common property or any unit or use the common property or any unit for any business, promotional or commercial purpose without the body corporate's prior written consent.

9 Rubbish and pest control

- 9.1 An owner must:
- i not leave rubbish or recycling material on the common property except in areas designated for rubbish collection by the body corporate;
 - ii where such material is left in a designated rubbish collection area, not leave it in such a way that interferes with the enjoyment of the common property by all owners;
 - iii dispose of rubbish and recycling material 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;
 - iv not burn any rubbish anywhere on the common property or in any unit; and
 - v keep the unit free for any vermin, pests, rodents and insects.
- 9.2 place any rubbish or recycling in the correct bins provided in the communal rubbish area. If recycling bins or skips are provided, they must only be used for disposal of the specified types of rubbish. Cardboard boxes must be flattened before being placed in the skip / bin and no rubbish is to be left on the ground of the designated rubbish area. These facilities are for general household waste only and not to be used for construction waste or disposal of furniture or appliances.

10 Cleaning and maintenance

- 10.1 An owner must ensure that the unit is kept clean at all times and gardens, grounds, yards or paved areas within the unit (if any) are kept neat and tidy and are regularly maintained.
- 10.2 An owner must keep all glass contained in window 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.

11 Use of water services

- 11.1 An owner must use all things required for the provision of water supply, drainage, wastewater and sewage services to a unit or the common property (and all things attached to and used in relation to such services, including pipes, drains, taps, faucets, toilets, baths, showers, sinks, sink incinerators and dishwashers) only 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.
- 11.2 An owner shall not waste water unnecessarily and shall ensure that all taps in the unit are turned off after use.

12 Washing

- 12.1 An owner must not hang any clothes, washing, bedding, towels or other items:
- i in their courtyard that are visible from the road; or
 - ii on the common property except in areas specifically designated by the body corporate as washing line areas (if any) and such items may only be hung for a reasonable period.

13 Noise, behaviour and conduct

- 13.1 An owner 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.
- 13.2 Except in the kitchen, laundry, toilet or bathroom areas of a unit, an owner must ensure that all floor space in a unit is covered 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.

14 Outdoor courtyards

- 14.1 To protect the external appearance of the building and enjoyment of other owners, the following items are specifically prohibited in outdoor courtyard areas:
- i indoor furniture such as lounge suites, sofas and arm-chairs;
 - ii household appliances other than barbeques.
 - iii plants, including but not limited to shrubs, creepers, hedges, and flowers that grow on or use the fence for support or exceed a height of 1.8m above the ground height.
- 14.2 The following items are permitted on outdoor courtyard areas:
- i outdoor tables and chairs;
 - ii barbeques; and
 - iii gas heat lamps
- 14.3 All items other than those permitted in 14.2 require the body corporate's prior written consent.
- 14.4 The owners must not allow any trees or plants or roots or foliage to encroach from their unit under, upon or over any other unit or the common property.

15 Pets

- 15.1 An owner may own an animal or animals provided that such animal or animals do not cause nuisance to any other owner.
- 15.2 In the event that an owner is advised by the body corporate that their animal or animals are causing a nuisance that owner must remove the animal or animals causing the nuisance from the development indefinitely within a reasonable time from receiving such notice.
- 15.3 An owner of any animal 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.

16 Security, fire and ventilation equipment

- 16.1 An owner must comply at all times with the operating and maintenance instructions of any security, fire alarm, and air conditioning or ventilation equipment in the unit.
- 16.2 An owner shall not use or permit to be used any form of portable gas or petroleum fuelled heater within the interior of their unit.
- 16.3 An owner must:
- i 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;
 - ii 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 cards, security key or security code relates;
 - iii not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a unit or common property; and
 - iv notify the body corporate as soon as reasonably practicable if rules (3)(b) or (c) are breached.

17 Delivery areas

17.1 The body corporate may designate part of common property as an area for the receipt, delivery, or other movement of goods, supplies, produce, merchandise, freight, or other articles, including a loading dock or lift designed for goods only, (together called delivery area). Any delivery area must only be used:

- i by owners of units or anyone permitted by an owner;
- ii for the purpose for which it was designed and constructed; and
- iii during certain hours set by the body corporate from time to time.

18 Hazards and noxious use

18.1 An owner must not bring onto or store, nor allow to be brought onto or stored, within the unit or any part of the common property:

- i any machinery, goods, or things of an offensive noxious illegal or dangerous nature, or that creates a hazard of any kind;
- ii without the body corporate's prior written consent, any object of such weight, size or shape as is likely to cause damage to the unit, any surface area or any common property or that 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);
- iii anything that affects the operation of fire safety devices and equipment or reduces the level of fire safety in the unit title development;
- iv anything that is in breach of any enactment or rule of law relating to fire, insurance, hazardous substances or dangerous goods, or any requirements of any authority; or
- v anything that increases the premium on or is in breach of any body corporate insurance policy for the unit title development.

18.2 An owner must not:

- i use the premises or allow them to be used for any noisome, noxious, illegal or offensive trade of business;
- ii allow any act or thing to be done which may be or grow to be a nuisance, disturbance or annoyance to the other unit holders; or
- iii do or allow any odoriferous activity to occur from the unit which may or is of nuisance, disturbance or annoyance to the other unit holders.

19 Leasing a unit

19.1 An owner must:

- i provide a full copy of these rules (as amended from time to time) to any occupier of the unit;
- ii provide the body corporate with written notice of the full name, landline phone number and cell phone number for the owner and all occupiers of the unit or the occupiers representative;
- iii inform any 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 of the occupiers of the unit and the email address for service of the owner; and
- iv promptly notify the body corporate in writing of any changes to the details in rules 19.1.ii and 19.1.iii

20 Emergency evacuations, drills and procedures

20.1 An owner must cooperate with the body corporate during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures.

21 Notice of damage, defects, accidents or injury

21.1 On 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.

22 Indemnity

- 22.1 If any charges of costs that relate to the unit title development and/or the body corporate must be attached to a principal unit then the body corporate will reimburse and indemnify the owner of that principal unit for those charges or costs.

23 External appearance

- 23.1 The Body Corporate must decide on and implement a scheme for the external appearance and the external colour of all units (including courtyard fences and any paved areas).
- 23.2 An owner must not alter the external appearance or the external colour of their unit (including any courtyard fence and paved areas), except in accordance with any scheme implemented by the Body Corporate under this rule, and before carrying out such work the owner must obtain the prior written consent from the Body Corporate confirming that the proposed work complies with the scheme under this rule.

24 Owner repair or maintenance default

- 24.1 If an owner fails within a reasonable time to carry out any repair or maintenance works to their unit (or rectify any damage caused by the owner) for which the owner is responsible for or required by or under the Act or these rules, then the Body Corporate may (with its employees and contractors) enter the unit at all reasonable times to execute the works. Any moneys expended by the Body Corporate in executing the works shall be payable by the owner to the Body Corporate upon demand in accordance with section 127 of the Act.

25 Building elements

- 25.1 For the avoidance of doubt, the external wall of a unit that adjoins an accessory unit of that unit is a building element for the purposes of section 138(1) of the Act.

26 Restrictions of use

- 26.1 An owner or occupier must not:
- i use or occupy any unit for any purpose other than the purpose it was designed and constructed; or
 - ii erect external blinds or awnings, nor hang internal curtains or blinds that may cause offence or detract from the quality and integrity of the building when viewed from outside the building. If the Body Corporate deems (acting reasonably) that this rule is being breached by an owner, the Body Corporate may require an Owner to remove the external blinds or awnings, or internal curtains or blinds, on demand.

27 Maintenance of Stormwater SW360 MH Unit

- 27.1 The Body Corporate is responsible for the maintenance of the Stormwater 360 Manhole unit, including routine maintenance of the filtration system.