

Schedule of Body Corporate Operational Rules

Body Corporate 467074

ADLS 4402/0039



AUCKLAND DISTRICT LAW SOCIETY
HERE TO SUPPORT YOU **INC**

Commercial/ Industrial Model Operational Rules
(version 2)

1. **Interpretation of terms, and rules binding on owners, occupiers, employees, agents, invitees, customers, 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, customers, licencees and tenants of all owners and occupiers of units in the unit title development, unless the context otherwise requires.
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 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.
5. **Vehicle parking**
 - a. An Owner 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 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
 - v. must clearly mark any vehicle parks designated solely for use by employees or customers of the Owner.
- 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.
- b. An Owner of a unit must not display any temporary or mobile signage, including but not limited to sandwich boards and portable banners (Temporary signage), at any time other than during the opening hours of the business operating from a unit, and must not display any temporary signage on the common property or any accessory unit without the prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld.
- c. 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. Contractors

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

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

An Owner of a unit must ensure the unit is kept clean at all times.

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. 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.

13. Floor coverings

Except in 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.

14. Noise, behaviour and conduct**Option A**

~~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.~~

Option B

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 between the hours of 11pm and 7am or between other such hours that the Body Corporate may set from time to time.

15. 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 15(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. Notwithstanding rule 15(a) an Owner who uses a guard dog for the purposes of protecting the security of a unit may, with the prior written consent of the Body Corporate, bring or keep such a dog in a unit and bring such a dog onto the common property for the sole purpose of gaining access to the Owner's unit. Consent of the Body Corporate may be revoked upon written notice if the rights or interests of any other Owner are adversely affected by the guard dog.
- d. An Owner of any dog permitted under rules 15(b) and 15(c) must ensure that any part of a unit or the common property that is soiled or damaged by the dog must promptly be cleaned or repaired at the cost of the Owner.

16. 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.

17. 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.

18. Lifts

An Owner of a unit must comply at all times with any notice or instruction displayed in any lift in the unit title development. If any lift in the unit title development, other than a goods lift, is used for carrying anything other than passengers, lift protection equipment supplied by the Body Corporate must be used.

19. Delivery areas

- a. Any part of common property designated by the Body Corporate as an area for the receipt, delivery or other movement of goods, supplies, produce, merchandise, freight, or other articles, including but not limited to a loading dock or lift designed for goods only, (together called "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.
- b. Any delivery area in a unit must only be used by the Owner of the unit or anyone permitted by the Owner, and must only be used for the purpose for which it was designed and constructed.
- c. An Owner of a unit that contains a delivery area must not move any goods, supplies, produce, merchandise, freight, or other articles in or out of the unit except through the delivery area.

20. Hazards, insurance and fire safety

An Owner of a unit may only bring onto, use, store or do in a unit anything that creates a hazard if:

- a. the prior written consent of the Body Corporate is obtained if the hazard is likely to cause an increase in the premium on any Body Corporate insurance policy for the unit title development;
- b. the Owner complies at all times with the Body Corporate insurance policy for the unit title development, any enactment or rule of law relating to fire insurance, dangerous goods or hazardous substances, and any requirements of any Territorial Authority; and
- c. it does not affect the operation of fire safety devices and equipment or reduce the level of fire safety in the unit title development.

**21. 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.

22. 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.

23. 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.

24. Leasing a unit**Option A**

An Owner of a unit 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; and
- b. provide the Body Corporate with written notice of the full name, landline phone number, cellphone number, email address and address for service for the purposes of the Act for the Owner and for all tenants or occupants of the unit, and promptly notify the Body Corporate in writing of any changes to such details.

Option B

~~An Owner of a unit:~~

- ~~a. 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;~~
- ~~b. 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;~~
- ~~c. 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~~
- ~~d. promptly notify the Body Corporate in writing of any changes to the details in rules 24 (b) and (c).~~

25. Further Terms - see overleaf

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- a) The Owner of the unit must pay a proportionate share of cost to the Body Corporate in order to receive a proportionate share of space on the signage which may be erected by the Body Corporate at the entrance to the unit title development.
- b) If it is necessary to allocate the total amount of signage permitted for the unit title development by the local authority such apportionment shall be determined in accordance with the ownership interest.
- c) An Owner of a unit must not use the unit for any noisome or noxious trade or undertaking or use, including motor vehicle servicing or repairs, panel beating, painting and spray painting, car wrecking, towing or haulage, sauna and/or massage and/or escort agency or brothel, funeral parlour or chapel, computer games parlour, internet chat-room facility or internet café or similar computer activity.
- d) An Owner of a unit must not permit any part of the unit above 3 metres from the floor of the unit, or in the case of a mezzanine floor, 3 metres above the mezzanine floor, to be used for storage, without first obtaining a building consent allowing it to do so. Any storage above 3 metres in height is a "change of use" under the Building Act 2004 and the Owner of the unit must obtain a building consent and new fire report to support such building consent to allow any storage above this height restriction.