

## **Body Corporate Operational Rules**

### **The Statesman, 1 Parliament Street, Auckland**

To be read in conjunction with the Residents Information Sheet .

**1. Interpretation of terms, and rules binding on owners, occupiers, employees, agents, invitees 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/occupiers of units in the unit title development as well as the employees, agents and invitees of all owners/occupiers of units in the unit title development.

**2. Interference and obstruction of common property**

An owner/occupier of a unit must not interfere with the reasonable use or enjoyment of the common property by other owners/occupiers or obstruct any lawful use of the common property by other owners/occupiers.

**3. Damage to common property**

- a. An owner/occupier of a unit must not damage or deface the common property.
- b. When the Body Corporate expends money to make good any damage or loss caused by breach of the Act, or of these Rules, by any owner/occupier or the guests, employees, agents or tenants, of the owner/occupier the Committee shall be entitled to recover the amount so expended as a debt from the owner/occupier.

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

- a. An owner/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 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 an owner/occupier for any other purpose than for entering or leaving the unit title development.

**5. Vehicle Parking**

- a. An owner/occupier of a unit that is designated for use as a vehicle park must:
  - i. Only use the basement 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; and

iv. Ensure that any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park as allocated to the owner.

b. Motor cycles and push bikes are to be parked/stored in the parking garage as directed by the Body Corporate.

**6. Aerials, satellite dishes and antennas**

An owner/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/occupier are adversely affected by the exterior aerial, satellite dish, antenna or similar device.

**7. Signs and notices**

An owner/occupier of a unit must not, without the prior consent of the Body Corporate erect, fix, place or paint any signs or notices of any kind on or to the common property or on or to any external part of a unit.

**8. Contractors**

An owner/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/occupier cause minimum inconvenience to all other owners/occupiers and ensure that such work is carried out in a proper workmanlike manner. All contractors working on or in common areas must comply with The Statesmans occupational health and safety policy as directed by the Body Corporate.

**9. Rubbish and pest control**

An owner/occupier of a unit:

- a. must not leave rubbish or recycling 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/occupiers.
- b. must 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/occupiers.
- c. where the disposal of rubbish and recycling soils common property Section 3 applies.
- d. must not burn any rubbish anywhere on the common property or in any unit.
- e. shall keep the unit free of any vermin, pests, rodents and insects.

**10. Cleaning and garden maintenance**

An owner/occupier of a unit must ensure the unit including the balcony is kept clean at all times and any balcony plants are kept neat and tidy and are regularly maintained.

**11. Cleaning and replacing glass**

An owner/occupier 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/occupier of a unit must not damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common property or, without the prior written consent of the Body Corporate, 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/occupier causes or permits any damage, loss or costs to be incurred due to misuse or negligence that owner/occupier shall pay for such damage, loss or costs.
- b. An owner/occupier of a unit shall not waste water unnecessarily and shall ensure that all taps in the unit are turned off after use.

**14. Balconies**

An owner/occupier of a unit:

- a. shall not hang any clothes, washing, bedding, towels or other items outside or from a unit, or on or from any deck or balcony.
- b. Shall not hang any clothes, washing, bedding, towels or other items on the common property.
- c. shall not use balconies for general storage including push bikes.

**15. Blinds/curtains**

An owner/occupier shall not erect external blinds nor hang curtains and/or blinds visible from outside the Unit unless those curtains have a backing of such colour (white) as approved by the Committee. The Committee shall ensure so far as practicable that curtain backing used in all Units presents a uniform and orderly appearance when outside the Building.

**16. Security and ventilation equipment**

An owner/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.

**17. Floor coverings**

Except in kitchen, laundry, toilet or bathroom areas of a unit, an owner/occupier of a unit shall 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 environment that could reasonably be expected by the owner/occupier of another unit.

**18. Noise, behaviour and conduct**

- a. An owner/occupier of a unit shall not make or permit any noise or carry out or permit any or behaviour, in any unit or any common property which is likely to interfere with the use and enjoyment of the unit title development by other owner/occupiers.
- b. An owner/occupier shall not throw or allow to fall any paper, rubbish, refuse, cigarette butts or other substances or liquids whatsoever in the lifts, out of the windows or doors or down the staircase, from balconies, from the roof or in passageways of the building. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the owner/occupier of the Unit concerned.
- c. Proprietors and also their guests, employees, invitees and tenants shall not be permitted to smoke or consume alcohol in any Common Property areas other than those designated by the Committee from time to time.
- d. An owner/occupier shall not deposit anything or throw any dust or beat any mat or carpet on or in or obstruct the use or enjoyment by other owner/occupiers of the Common Property.

**19. Smoking**

- a. An owner/occupier and their guests or employees, shall not be permitted to smoke in any common property area. This includes the car park, the loading bay and the front steps of the building.
- b. Smoking is not permitted in apartments without the express permission of the owner or letting manager.
- c. There will be no smoking on balconies.

**20. Pets**

- a. An owner/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.
- c. Notwithstanding rule 19(a) any owner/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/occupier of any animal or pet permitted under rule 19(a) or any dog permitted under rule 19(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/occupier.

**21. Security**

An owner/occupier 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 access swipe, car park remote, 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 access swipe, car park remote or security code relates.

- c. not duplicate or permit to be duplicated any electronic access swipe, car park remote, or security codes to a unit or common property.
- d. notify the Body Corporate as soon as reasonably practicable if rules 20(b) or (c) are breached.
- e. if locks are changed a key must be given to the building manager.

**22. Moving and installing heavy objects**

An owner/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 of structural defect to any unit or common property, and any such damage caused or contributed to shall be paid for by the owner/occupier responsible.

**23. Lifts**

An owner/occupier of a unit must comply at all times with any notice or instruction displayed in any lift in the unit title development.

**24. Hazards, Insurance and fire safety**

An owner/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.
- 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.
- c. creates a hazard of any kind.
- d. affects the operation of fire safety devices and equipment or reduces the level of fire safety in the unit title development. If such action occurs the owner/occupier of a unit is liable for the costs to reinstate the fire safety device or equipment.
- e. if left in common property it will be removed at the owner/occupier's cost.

**25. Emergency evacuation drills and procedures**

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

**26. 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/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/occupier that caused or permitted the damage or defect.

**27. Leasing a unit**

An owner/occupier 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.
- b. provide the Body Corporate with written notice of the full name, landline phone number, cell phone number, email address and address for service for the purposes of the Act for the owner/occupier and for all tenants or occupants of the unit, and promptly notify the Body Corporate in writing of any changes to such details.
- c. not use nor permit the use of the Unit for any purpose other than a purpose permitted by the operative district plan of the relevant local authority. So long as the owner/occupier and any tenant of the owner/occupier complies fully with the Rules, a owner/occupier shall be entitled to let or lease any Unit or accessory unit designated as a car park or storage locker to a resident but not to a non-resident.

**28. Structural alteration.**

No structural alteration shall be made to the interior or exterior of any Unit or accessory Unit (including any alteration to gas, water or electrical installations and including the installation or alteration of any air conditioning system) without the prior permission in writing of the Committee and in the case of structural alterations to the interior of any Unit which do not adversely affect the structural integrity of that Unit or the Building which the Unit forms part, such permission shall not be unreasonably or arbitrarily withheld.