

ELEVATE BODY CORPORATE OPERATIONAL RULES

October 2017

Elevate Apartments

30 Taranaki Street, Te Aro, Wellington 6011

BODY CORPORATE NUMBER 470177

Wellington Registry

BODY CORPORATE 470177

SCHEDULE A

OPERATIONAL RULES

1. **Interpretation of terms and rules binding on owners, occupiers, employees, agents, invitees, licensees and tenants**

- a) Terms defined in the Unit Titles Act 2010 (“the 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, licensees 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. For the purposes of these rules it 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.
- d) “Unit title development” means the individual units and the common property comprising a stratum estate.

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

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

3. **Damage to common property**

- a) An owner shall:
 - i) not cause any loss, injury or damage to any part of the common property;
 - ii) make good any such loss, damage or injury caused by the owner;
 - iii) not obstruct nor install or place anything on the common property or any area providing access to the land.
- b) The body corporate may remove anything installed or placed on the common property in breach of sub clause (a)(iii) and recover the costs of any such removal from the owner or other person who installed or placed such thing on the common property.

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 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.

5. Use of principal unit

- a) Owners of ground floor units may use their unit for retail or office commercial use only.
- b) An owner of a unit on levels 1 to 15 inclusive (not including, car parks or storage units) shall not use or permit their principal unit to be used for any purpose other than for residential use. Should any unit owner wish to use their unit for other uses, they shall first obtain the written consent of the body corporate. If consent is given, that consent may at any time be withdrawn, revoked or modified with or without the imposition of any conditions required by the body corporate.
- c) An owner of a unit must not use or permit a unit to be used for any purposes which may be illegal or injurious to the reputation of the unit title development or other owners and in particular, must not use or permit a unit to be used for the purposes of prostitution, as a brothel, or for illegal gambling.

6. 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 or any other owner's car park unless the body corporate has designated it for vehicle parking or the body corporate has given prior written consent.
- b) No vehicle is to be parked in a car park without the express prior permission of the owner of the vehicle car park.
- c) The body corporate and/or an owner 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.
- d) 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;
 - v) Ensure the vehicle park floor is kept clean of all spilt fluids. Should an owner's vehicle leak oil then the body corporate directs the use of a drip tray under the vehicle to keep the park clean at all times.

7. 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.

8. Signs and notices

An owner of a unit must not, without the prior written consent of the body corporate, erect, fix, place or paint any signs, nameplates or notices of any kind on or to the common property or on or to any external part of a unit.

9. 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.

10. Rubbish and pest control

An owner 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 be left in the bins provided or in such a way that it does not interfere with the use of the common property by other owners;
- 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;
- c) must not burn any rubbish anywhere on the common property or in any unit;
- d) shall keep the unit free of any vermin, pests, rodents and insects;
- e) shall not dispose of any non-domestic waste which is likely to exceed a reasonable and fair usage of the waste facility, disposal of such waste shall be by transporting it to a commercial recycling or waste facility at the expense of the owner;
- f) shall not dispose of any rubbish from external sources.

11. Cleaning

An owner of a unit:

- a) must ensure all their unit/s are kept clean at all times and regularly maintained;

- b) shall not throw or allow to fall or permit to be thrown any paper, rubbish, refuse, cigarette butts, liquids or other substances out of the windows or doors or down the staircases or off the balconies or from the roof;
- c) shall not carry open liquids in: the lifts, foyer or common areas.

Any damage or costs for cleaning or repair caused by such breaches shall be at the expense of the unit owner concerned.

12. **Cleaning and replacing glass**

An owner of a unit:

- a) 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;
- b) must keep free from condensation build up all accessible glass and aluminium joinery that forms part of the windows or doors of their unit.

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 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.
- b) An owner of a unit shall not waste water unnecessarily and shall ensure that all taps in the unit are turned off after use.

14. **Washing / blinds / curtains**

An owner of a unit:

- a) shall not hang any clothing, washing, bedding, towels or other items on the outside or from the windows and/or balconies of the unit, or on or from any deck or balcony or inside their units where it would be visible from the road;
- b) shall not hang internal curtains other than those with neutral linings. The colour and design of all curtain or blinds must be approved by the body corporate (meaning white or cream backings visible from outside the unit). In giving such approval the body corporate shall ensure as far as practicable that the curtains or blinds used in all units present a uniform and orderly appearance when viewed from outside the units. The owner shall replace at the owner's cost any curtains or blinds in their unit which do not comply.

15. Security and ventilation equipment

An owner of a unit must:

- a) comply at all times with the operating and maintenance instructions of any security, fire alarm, air conditioning or ventilation equipment in the unit;
- b) take all reasonable precautions to ensure that burglar alarms are not activated unnecessarily or so as to cause disturbance or inconvenience to the owners of other units.

16. 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.

17. Noise, behaviour and conduct

An owner shall not make, cause, or permit any noise to be made, or carry out, or permit conduct or behaviour, which unreasonably interferes with the quiet enjoyment of other owners.

In particular, but without limitation, an owner must ensure that:

- i) all musical instruments, radios, stereo equipment, television and other electronic devices and instruments in their unit are controlled so that the sound arising from them is reasonable in the circumstances and does not cause annoyance to any other owner;
- ii) any social gathering in their unit does not generate noise which unreasonably interferes with the peace and quiet of any other owner, at any time of the day or night;
- iii) agents, guests and invitees of the owner leaving the unit after 10pm leave quietly;
- iv) when returning to their unit late at night or in the early morning, they do so quietly;
- v) If there is any unavoidable noise in their unit, they take all practical measures to minimise annoyance to any other owner.

18. Pets

- a) An owner of an owner occupied unit shall be entitled to keep a cat or dog per residential principal unit subject always to the prior written consent that the particular cat or dog be allowed to be kept in the unit by the owner, from the body corporate. Any application by an owner occupier for keeping of a dog in the unit must be in relation to a small dog of acceptable breed and where the owner can demonstrate to the reasonable satisfaction of the body corporate that such dog will not interfere with other owners use and quiet enjoyment of their units. To this extent, dogs that are prone to barking will not be acceptable. Such consent by the body corporate will at all times be subject to review and if in the reasonable opinion of the body corporate, the specific animal is found to be disruptive, such consent can be revoked.

- b) In the event of consent by the body corporate then it shall be the responsibility of the owner to ensure that any approved animal and its facilities shall be kept in a clean and tidy condition and that the keeping of such an animal shall not in any way interfere with the quiet enjoyment of the building by any other owner of the units therein.
- c) Notwithstanding rule 18(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.
- d) The owner of any cat or dog permitted under rule 18(a) or 18(c) must ensure that any part of a unit or the common property that is soiled or damaged by the cat or dog must promptly be cleaned or repaired at the cost of the owner.
- e) The owner of any cat or dog must ensure that the animal is appropriately restrained when in any common areas.
- f) Applications for pets for a tenanted unit will not be approved subject to 18c.

19. **Security**

An owner of a unit must:

- a) keep the unit, all external doors and common areas secure at all times 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 owner 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 common property;
- d) notify the body corporate as soon as reasonably practicable if rules 19(b) or (c) are breached;
- e) not install additional locks without the prior written consent of the body corporate;
- f) not allow any unauthorised access to the unit title development. An owner can at any time confirm that any person is authorised to be within the unit title development and must report any suspicious activity to the building manager.
- g) owners must lodge a key to their unit with the Body Corporate Managers for use in emergencies or Building Warrant of Fitness (BWoF) survey requirements noting that the Body Corporate Managers do not provide a lock-out service. If owners change locks a key must be provided to the Body Corporate Managers.

An owner of a unit can:

- h) install one peep hole on a unit entrance door following prior written permission of the body corporate who will provide the make, model and placement position measurements.

20. **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.

21. 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 to be used for carrying anything other than passengers lift protection equipment and a lift key supplied by the body corporate must be used.

22. Hazards, insurance and fire safety

An owner 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 insurance 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;
- e) reduces the level of fire safety in the unit title developments.

23. Emergency evacuation drills and procedures and contact details

- a) An owner of a unit must cooperate with the body corporate or its agent during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures.
- b) If the address and telephone number of an owner of a unit is different from that of the occupier of the unit then the owner shall provide the body corporate with the occupier's address and telephone number, as well as their own.

24. 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.

25. Leasing a unit

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 tenants of the unit; and

- 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 and for all tenants or occupants of the unit, and promptly notify the body corporate in writing of any changes to such details.

26. Smoking and Beverages

- a) All common areas including the car parks are smoke free.
- b) All common areas including the car parks are alcohol free; alcohol is not to be consumed in these areas nor are glasses or open bottles containing alcohol to be carried through these areas.

27. Bicycles

- a) Bicycles can be stored only in the body corporate provided bike room on the ground floor. Bikes are stored at the owners' own risk and the body corporate shall not be liable for any resulting damage, loss or costs.
- b) Bicycles are not to be stored in common areas other than the bike room, taken up to apartments (via lift or stairwells) or stored on balconies.

28. Tenants

Owners have a responsibility to manage their properties to ensure their tenant does not interfere with the use and quiet enjoyment of the unit title development by other owners.

- a) When the body corporate determines on reasonable grounds that there has been a breach of the Rules it will give written notice of the breach to the owner requiring the owner to serve on their tenant a 14-day breach notice under the Residential Tenancies Act 1986.
- b) If the problem is not resolved, the body corporate will request the owner to action the breach through the Tenancy Tribunal pursuant to the Residential Tenancies Act 1986 by serving a 14-day notice and pursuing the remedies available under the Act.

29. Breaches of Rules

An owner must reimburse the body corporate for any administration and other costs incurred by the body corporate arising out of a breach of these Rules by that owner or their tenant.

30. Body Corporate Levies

An owner must pay on time all rates, taxes, charges, body corporate levies, and other outgoings that are from time to time payable in respect of the unit.

- a) If rule 30 is breached and the body corporate incurs legal costs for progressing levy debt repayment / enforcing rule 30, it may seek reimbursement of the legal costs at the expense of the owner concerned.
- b) The body corporate will charge late payment penalty interest up to the limit set by s128(2) of the Unit Titles Act 2010 on any monies owed to the body corporate by any unit owner after taking into account all relevant factors related to the debt.