

# STADIUM GARDENS BODY CORPORATE 304209

## OPERATIONAL RULES

(Registered 27 September 2013)

**These Rules are binding on all Owners, Tenants and other Occupiers of units in the Stadium Gardens Body Corporate unit title development as well as their employees, agents, invitees, lessees, customers and licencees.**

### 1. Interpretation

In these Rules, unless the context otherwise requires:

- a) Terms defined in the Unit Titles Act 2010 (*the Act*) have the same meaning in these Rules as they have in the Act and words importing the singular include the plural and visa versa.
- b) Headings do not affect the interpretation of these Rules.
- c) A requirement for an Owner not to do something includes a requirement not to permit that thing to be done.
- d) *Body Corporate* means the Stadium Gardens body corporate number 304209.
- e) *Building* means the building that is part of the Stadium Gardens unit title development for body corporate 304209.
- f) *Building Elements* includes the external and internal components of the Building that are necessary to the structural integrity of the Building, the exterior aesthetics of the Building, or the health and safety of persons who occupy or use the Building and including, without limitation, the roof, balconies, decks, cladding systems, foundations systems (including all horizontal slab structures between adjoining units or underneath the lowest level of the building), retaining walls, and any other walls or other features for the support of the Building.
- g) *Commercial/Retail Unit* means units BA, GA, GB, GC and GD on Unit Plan 304209.
- h) *Occupier* includes the tenant, agent, invitee, lessee, licensee, customer, contractor and employee of an Owner or Occupier.
- i) *Owner* has the same meaning in these Rules as it has in the Act, and for the purposes of these Rules it also includes the Occupier of a Unit unless the context otherwise requires.
- j) *Residential Unit* means units 101 to 510 (inclusive) on Unit Plan 304209.
- k) *Rules* mean these Rules and any amendments made to them from time to time.
- l) *Tenant* means the lessee or tenant of an Owner and includes Occupiers associated with that lessee or tenant.
- m) *unit* means a unit shown on Unit Plan 304209 and includes an accessory unit.

## **2. Body Corporate Common Property**

### **a) All Owners must:**

- i) Only use facilities that are part of or in or on the common property for the use for which they were designed and intended and comply with any conditions of use set by the Body Corporate from time to time;
- ii) Comply with any rules relating to mail, newspaper or courier deliveries, the use of the common property notice boards and any other use of the common property, which the Body Corporate may from time to time prescribe.

### **b) An Owner must not:**

- i) Interfere with the reasonable use or enjoyment of the common property by any other Owner;
- ii) Install or place anything on the common property;
- iii) Damage, deface, leave any item on or litter the common property.

The Body Corporate may remove anything installed, placed or left on the common property and is not liable for any resulting damage, loss or costs.

## **3. Use of Units**

**a)** The Owner of a Residential Unit must not use their unit for any purpose other than residential accommodation. Should an Owner wish to use their unit for other uses, they must obtain the written consent of the Body Corporate, provided always that the predominant use of the unit remains residential. If consent is given, that consent may at any time be revoked or modified by the Body Corporate on reasonable grounds.

### **b) The Owner any unit must not:**

- i) Use their unit for any purpose which may be illegal or injurious to the reputation of the unit title development, the Body Corporate or the Owners;
- ii) Use their unit for the provision of commercial sexual services;
- iii) Allow any auction or garage sale or similar activity to be conducted on or to take place in their unit or on the common property;
- iv) Carry out any work which alters the external appearance or external decoration of their unit, the common property or any other unit without the prior written consent of the Body Corporate.

## **4. Commercial/Retail Units**

An Owner of a Commercial/Retail Unit must:

- a) Maintain their unit to a quality and tasteful standard comparable to other quality retail shops, commercial and professional offices in the Wellington CBD;
- b) Carry on any business activity in a reputable manner that will not cause disturbance to the quiet enjoyment of any other Owner;
- c) Maintain adequate insurance cover in respect of all fixtures, fittings and stock in the unit and adequate public liability cover and glass insurance;
- d) Not use their unit for residential uses. Should an Owner of a Commercial/Retail Unit wish to use their unit for residential use, they must obtain the written consent of the Body Corporate. If consent is given, that consent may at any time be revoked or modified by the Body Corporate on reasonable grounds;
- e) Not dispose of any rubbish in the Rubbish Area which is likely to exceed a reasonable and fair usage of the waste facility.

## **5. Vehicle Parking & Storage Units**

- a) An Owner of a unit must not park a vehicle on any part of the common property unless the Body Corporate has designated the area for vehicle parking or given prior written consent.
- b) An Owner of a unit that is designated by the Body Corporate 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) Ensure the vehicle park floor is kept clean of all spilt fluids. Should an owner's vehicle leak oil or other fluids then the Body Corporate can require the use of a drip tray under the vehicle to aid keeping the park clean at all times;
  - iv) Not use the vehicle park for storage other than in a permanent storage locker approved by the Body Corporate;
  - v) Ensure any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park;
  - vi) Clearly mark any vehicle parks designated solely for the use by employees or customers of the Owner.
- c) An Owner of a unit that is designated by the Body Corporate as a storage unit shall only use the unit for storage of normal household and personal items and must keep the unit tidy and free from all litter and hazardous substances.
- d) The Body Corporate may remove a vehicle or item from the unit title development that the Body Corporate considers is parked or stored in a manner that breaches this Rule at the expense of the owner of the vehicle or item concerned, and the Body Corporate shall not be liable for any resulting damage, loss or costs.

- e) An Owner shall not lease their car park or storage unit to a non-Owner who is not a resident of a unit in the building without the prior written consent of the Body Corporate. If a car park or storage unit is rented or leased to another resident the building/facilities manager must be informed of the unit number of the resident and their contact details.

## **6. Noise and Behaviour**

- a) Except in kitchen, laundry, toilet or bathroom areas, all floor space in a unit is to be covered or otherwise treated to an extent sufficient to prevent the transmission of noise from the unit that is likely to disturb the quiet enjoyment of any other Owner.
- b) An Owner must not make 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, peace and enjoyment of any other Owner. 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 quietness 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.

## **7. Smoking and Alcohol**

- a) All common property including the car park, parking areas and entrance ways to the Building are smoke free.
- b) All common property including the car park, parking areas and entrance ways to the Building are alcohol free. Alcohol is not to be consumed on the common property nor are glasses or open bottles containing alcohol to be carried through the common property without the prior approval of the Body Corporate.

## **8. Pets**

- a) An Owner must not bring or keep any animal or pet (other than caged birds or goldfish) in any unit or on the common property.
- b) Notwithstanding Rule 8(a) any Owner who relies on a guide, hearing or assistance dog may bring or keep the dog in a unit and may bring the dog onto the common property.

- c) An Owner of any dog permitted under Rule 8(b) must immediately clean or repair any part of a unit or the common property that is soiled or damaged by the dog.
- d) The Owner of any animal or pet permitted to be kept in their unit must ensure the animal or pet's facilities are kept in a clean and tidy condition and that the keeping of the animal or pet does not interfere with the quiet enjoyment or safety of any other Owner.

## 9. Rubbish and Pest Control

An Owner must:

- a) Not leave rubbish or recycling material in designated parking areas or on the common property except in the designated rubbish collection area situated in the ground floor car park of the Building (*the Rubbish Area*). Rubbish or recycling material left in the Rubbish Area must not interfere with the use or enjoyment of the common property by other Owners;
- b) Dispose of domestic rubbish and recycling material promptly, hygienically and tidily using properly secured and sealed rubbish bags and ensure these bags are placed in the appropriate bins in the Rubbish Area;
- c) Store empty bottles, boxes, used containers and similar items tidily and out of sight and dispose of these items in the Rubbish Area or another facility away from the Building;
- d) Not dispose any non-domestic waste which is likely to exceed a reasonable and fair usage of the waste facility. An Owner must dispose of this waste at a commercial recycling or waste facility;
- e) Not dispose of any rubbish in the waste facility from external sources;
- f) Comply at all times with any waste management strategies implemented by the Body Corporate from time to time;
- g) Not burn any rubbish anywhere on the common property or in any unit;
- h) Keep their unit free of any vermin, rodents and pests.

## 10. Cleanliness and Washing

An Owner must:

- a) Not deposit anything or throw any dust or beat any mat or carpet on or in the common property;
- b) Not throw or allow to fall or permit to be thrown or fall any paper, rubbish, refuse, cigarette butts or other items, substances or liquids in the lifts: out of the windows or doors; down the staircases; off the balconies; in the atrium or foyer; from the roof; or in the common property;

- c) Keep their unit clean, tidy and maintained in a manner reflecting high quality residential and retail accommodation (as applicable);
- d) Keep clean and free from condensation build up all accessible glass and aluminum joinery that forms part of the windows or doors of their unit;
- e) Not hang any clothes, washing, bedding, towels or other items outside or from their unit or on or from any deck or balcony or inside their units where those items would be visible from outside their unit (including the common property);
- f) In relation to the interior of their unit, comply with any cleaning programmes or processes implemented by the Body Corporate from time to time and which are required to maintain third party warranties for various components of the Building.

#### **11. Blinds, Curtains, Shutters and Awnings**

- a) An Owner must not install external shutters or awnings.
- b) An Owner is not to hang curtains, blinds or coverings on any external window (including a window facing the atrium) other than curtains, blinds or coverings that present a uniform, tidy, orderly and neutral appearance to the Building as a whole.
- c) Cardboard, paper/posters must not be placed or affixed on any external window (including a window facing the atrium).

#### **12. Signage**

- a) An Owner must not affix, paint or display any signs, name plate, lettering or other mark or device (*signage*) to or on:
  - i) any part of the outside of their unit or on any part of the inside of the unit which is visible from outside their unit (including the common property);
  - ii) the common property or the outside of the Building,
 without the prior written consent of the Body Corporate.
- b) If a Commercial/Retail Unit is sold all external signage rights cease immediately. The selling Owner is responsible for the removal of any existing signage and making good any damage caused by the removal.

#### **13. Aerials, Satellite Dishes and Antennas**

An Owner must not erect, fix or place any aerial, satellite dish, antenna or similar device on or to:

- a) the exterior of their unit;
- b) any part of the inside of their unit which is visible from outside the unit (including the common property);

- c) common property,

without the prior written consent of the Body Corporate.

#### **14. 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, toilets, baths, showers, sinks, sink waste disposal units and dishwashers, must only be used for the purpose for which they were designed and constructed.
- b) An Owner must:
  - i) not waste water unnecessarily;
  - ii) ensure all taps in their unit are turned off after use.
- c) If a Commercial/Retail Unit is a high water consumer the Body Corporate can require the Owner of that unit to install a water check meter.

#### **15. Security and Ventilation Equipment**

An Owner 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 their unit from fire, theft or damage;
- b) Comply at all times with the operating and maintenance instructions for any security, fire alarm and air conditioning or ventilation equipment in the unit;
- c) Take all reasonable steps to ensure any electronic security cards, security keys or security codes for their unit or common property are not lost, destroyed or stolen or given to anyone other than the Owner of the unit to which the security card, security key or security code relates;
- d) Not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to common property;
- e) As the locks for all units and common property doors are on a master key system, not re-key existing locks or install new or additional locks without the prior written consent of the Body Corporate. If approved, any new or additional locks must be on the Body Corporate master key system. This rule 15 ( e) does not apply to unit AU4 or units designated for use as a vehicle park;
- f) Notify the Body Corporate as soon as reasonably practicable if Rule 15 is breached;

- g) Observe and perform any rules relating to the safety or security of the Building, common property or the amenities located in the Building that the Body Corporate may from time to time prescribe;
- h) Comply with any reasonable requirements of the Body Corporate for the repair, maintenance, upgrading or replacement of any security system for the Building.

## **16. Building Work and Contractors**

- a) An Owner will not:
  - i) carry out any repairs, maintenance, additions, alterations or other work (collectively *work*) to any part of the Building Elements;
  - ii) attach any to, or penetrate, the Building cladding system, without the prior written approval of the Body Corporate and will comply with any conditions that form part of any such approval.
- b) An Owner who carries out any work to their unit (whether or not that work requires the prior approval of the Body Corporate) must ensure that:
  - i) Any contractors or persons employed by the Owner cause minimum inconvenience to other Owners and comply with all reasonable requirements of the Body Corporate;
  - ii) The work is carried out in a proper and workman-like manner and in accordance with all legal requirements.

## **17. Moving and Installing Heavy Objects**

- a) An Owner 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 a weight, size, nature or description that could cause any danger, damage, weakness, movement or structural defect to any unit or the Building.
- b) An Owner moving in or out of a Stadium Gardens Apartment must:
  - i) Do so with minimal disruption to other residents;
  - ii) Not cause any damage to the Building or common property;
  - iii) comply with the Stadium Gardens moving procedure prescribed from time to time by the Body Corporate.;

In the case of damage the Owner is responsible for the damage and any rectification costs.



## **18. Lifts**

An Owner must comply with any notice or instruction displayed in any lift in the Building. If an Owner uses any lift for carrying anything other than passengers, they must use the lift protection equipment that is supplied by the Body Corporate.

## **19. Hazards, Insurance and Safety**

- a)** An Owner must cooperate with the Body Corporate during any emergency evacuation drills and observe and comply with all emergency evacuation procedures.
- b)** An Owner must not bring onto, use, store or do in a unit or any part of the common property anything that:
  - i)** Increases the premium on or is in breach of any Body Corporate insurance policy for the unit title development;
  - ii)** Is in breach of any enactment or law relating to fire, insurance, hazardous substances or dangerous goods, or any requirements of any territorial authority;
  - iii)** Creates a hazard of any kind;
  - iv)** Affects the operation of fire safety devices and equipment or reduces the level of fire safety in the unit title development;

## **20. Notice of damage and liability for remediation costs**

- a)** An Owner must immediately notify the Body Corporate upon becoming aware of any damage or defect in any part of the unit title development including the Building services, or any accident or injury to any person in the unit title development.
- b)** If an Owner breaches these Rules, the Body Corporate can charge and recover any remediation costs and expenses from that Owner.

## **21. Leasing a Unit**

An Owner of any unit must:

- a)** Not lease or grant occupation of their Unit to any Tenant on any terms that are inconsistent with these Rules and procure a covenant from the lessee or occupier to comply with these Rules;
- b)** Provide any Tenant of their unit with a copy of these Rules and any Stadium Gardens moving procedures prescribed from time to time by the Body Corporate and ensure their Tenant complies with those Rules and procedures;
- c)** 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, property manager and for any Tenant of the unit, and promptly notify the Body Corporate in writing of any changes to these details.

## **22. Tenants**

Owners have a responsibility to manage their properties to ensure their Tenant does not interfere with the use and enjoyment of the unit title development by other Owner. The Body Corporate will follow a process when these rights are being interfered with by a Tenant and the Tenant is not being managed in an effective way by the Owner:

- 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;

## **23. Bicycles**

- a) On application to the building/facilities manager who will supply an access code for the bike shed bicycles can be stored in the bike shed provided by the Body Corporate.
- b) Owners using the bike shed must comply with any rules relating to its use that the Body Corporate may from time to time prescribe.
- c) Bicycles are stored in the bike shed at the Owners own risk and the Body Corporate is not liable for any damage, loss or costs.
- d) Bicycles are not to be taken up to or stored in Residential Units or left on any part of the common property other than in the bike shed without the prior written consent of the Body Corporate.

## **24. 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.