

MOUNTVIEW VILLAGE

BODY CORPORATE 200012
1-106 HAROLD ST & 1-59 MARY STREET MT EDEN AUCKLAND

OPERATIONAL RULES

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

- (a) Terms defined in the Unit Titles Act 2010 ('UTA') have the same meaning in these rules as they have in the UTA, 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 the units in the unit title development.
- (c) 'Owner' has the same meaning in these rules as it has in the UTA, and 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.

2. **Interference & Obstruction of Common Property**

An Owner:

- (a) Must not interfere with the reasonable use or enjoyment of the common property by other occupiers or obstruct any lawful use of the common property by other owners.
- (b) Must not deposit or throw anything on the drive, path, or common access ways.

3. **Damage to Common Property**

An owner must not damage or cause damage to or deface or affix anything to the common property or any part thereof or to the exterior of any unit or balcony or fence within the unit development.

4. **Use of Facilities, Assets & Improvements**

An Owner:

- (a) 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) Must not make any alteration to any paved or sealed area within the common area without first obtaining written consent of the Body Corporate.
- (c) Must not drive, operate, use or permit to be driven operated or used, on the common property, any vehicle or machinery of a weight or nature that is likely to cause damage to the common property. The owner will be responsible for any damage caused or contributed to by such use, by any occupier, lessee, employee, agent, sub-tenant, contractor, guest, invitee or customer and any damage will be repaired at the owner's expense.
- (d) Must not allow any bonfire or incinerator to be ignited in or upon or adjacent to the unit, the common property, or any part thereof.

- (e) Must not allow any rubbish or litter to accumulate in or on or adjacent to the common property.
- (f) Must not smoke or permit smoking in or on the common property or location where smoking may interfere with the quiet enjoyment of other owners.
- (g) Must not wash, repair or otherwise work on motor vehicles upon or adjacent to the common property or any part thereof.

5. **Vehicle Parking**

An owner:

- (a) 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 to permit any such parking.
- (b) Must in respect of any area that is designated for use as a vehicle park:
 - (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 any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park.
 - (v) Not use the area for maintenance or repair work.

6. **Vehicle Removal**

The Body Corporate may remove any vehicle from the unit title development that the Body Corporate considers is parked in such a manner that is in breach of rule 5 and at the expense of the owner concerned, and the Body Corporate shall not be liable for any resulting damage, loss, or costs.

7. **Aerials, Satellite Dishes & Antennas**

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 or to common property without the prior written consent of the Body Corporate, which shall not be unreasonably or arbitrarily withheld save that 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 & Notices**

- (a) An owner must not, without the prior written 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 the unit, or on the land including the land in front of the unit.
- (b) Real Estate signs shall require prior approval of the Body Corporate and in any event shall be removed within 90 days from the date of granting approval. An owner or their agent must not, without the prior written consent of the Body Corporate, erect, fix, place or paint any signs or notices of any kind (including 'for sale' or 'for lease') on, or to the common property, or to any external part of a unit, or on the road frontage of the property.

9. **Contractors**

- (a) An owner who carries out any repair, maintenance, additions, alterations, or other such work on or to a unit must ensure any contractors or other such persons employed by the owner cause minimum inconvenience to all other owners and ensure work is carried out in a proper and workmanlike manner.

- (b) An owner shall ensure that any contractor any such persons employed by the owner undertaking repairs, maintenance additions or alterations shall be responsible for removing any rubbish or waste created by that work.
- (c) An owner must carry out all work that may be ordered by any competent local authority or public body in respect of the unit to the satisfaction of that local authority or public body.

10. Rubbish & Pest Control

An owner:

- (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 it interferes with the enjoyment and use of the common property by other owners. In particular no rubbish should be placed on top of or beside rubbish bins.
- (b) Must only use the rubbish facilities for domestic rubbish and must not dispose of trade waste or rubbish in those facilities.
- (c) Must not dispose of any broken furniture or items that do not easily fit into the rubbish bins provided.
- (d) Must dispose of rubbish and recycling materials promptly, hygienically and tidily using properly secured and sealed rubbish bags and must ensure that such disposal does not adversely affect the health, hygiene or comfort of other occupiers.
- (e) Must ensure that bottles are completely drained, cleaned and deposited in unbroken condition in the area designated for bottles and all other containers must be drained and securely wrapped in small parcels and deposited in the area designated for such rubbish.
- (f) Must not burn any rubbish anywhere on the common property or in any unit.
- (g) Must keep the unit free of any vermin, pests, rodents and insects.
- (h) Must only use the rubbish facilities between 7 am and 9 pm daily.

11. Cleaning & Garden Maintenance

An owner must ensure their unit is kept clean at all times and any gardens, grounds, courtyards, or paved areas within the unit must be kept neat and tidy and regularly maintained.

12. Cleaning & Replacing Glass

An owner must keep all glass contained in windows or doors of a unit clean, and must replace any cracked or broken glass as soon as possible with glass of the same pattern and quality.

13. Interior of the Unit

An Owner:

- (a) Shall not use or permit their unit to be used for any purpose other than in accordance with the requirements of the District Plan.
- (b) Shall be responsible for the interior maintenance and decoration of their unit.
- (c) Shall not use or permit their unit to be used for any purpose which is illegal, or which may be injurious to the reputation of any other unit.
- (d) Shall repair and maintain the interior of the unit and keep it in sufficiently good order, repair, and condition to ensure that no damage, harm, or diminution in value occurs to the common property or to any other unit.

- (e) Shall not hang internal curtains and blinds, visible from the outside of their unit, unless the colour and design of those curtains or blinds is first approved by the Body Corporate. 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 the outside of the units.
- (f) Shall ensure that barbeques, outdoors furniture, sunshades and umbrellas are stored safely and adequately and covered if left outside in their courtyard or their unit balcony for any period of time.
- (g) Shall replace as often as the need (in the opinion of the Body Corporate) arises, at the owners expense, any curtains, or blinds in their unit.
- (h) Shall not throw or allow, permit or suffer to be thrown or fall any paper, rubbish, refuse, cigarette butts or other substances or liquids whatsoever from their unit or out of windows or doors, or from balconies thereof. Any damage or cost for cleaning or repairs caused by a breach of this rule shall be borne by the owner or occupier of the unit concerned.
- (i) Shall ensure that any smoke detectors installed in their unit are interconnected with each other and shall remain fully operational and not be removed during or after the owner's occupancy.
- (j) Shall ensure that all smoke detector batteries are changed at least annually and immediately when required and so as not to cause disruption to other residents through any noise emitted.

14. **Accessory Unit**

A owner must not use or permit an accessory unit to be used for any purpose other than the purpose for which that accessory unit was constructed and designed for.

15. **Exterior of the Building**

An owner:

- (a) Must keep balconies, glass, handrails, and the exterior of their unit clean and free from spider webs, dead plants, and any rubbish, which may become trapped in those areas.
- (b) Must clean, repair and maintain the exterior of their unit (if required by the Body Corporate) and keep it in sufficiently clean and good order, repair and condition to ensure that no damage, harm, or diminution in value occurs to the common property or any other unit.
- (c) Make no alteration or structural alterations to the unit or in any way alter the elevation or external appearance of the unit without the written consent of the Body Corporate. For the avoidance of doubt, any penetration through the exterior envelope of the unit is expressly prohibited.
- (d) Must not make any alteration to the colour scheme or appearance of the exterior of their unit, which includes doorknobs, door locks and the colour scheme of the front door, without first obtaining the written consent of the Body Corporate.
- (e) Must not paint or refurbish the exterior of their unit, except in conformity with the general scheme of painting for the units approved by the Body Corporate.
- (f) Must not erect external blinds or awnings on their unit.
- (g) Must maintain any balcony or courtyard forming part of their unit in a neat and tidy condition and not place any item other than outdoor furniture and plants in the courtyard or on the balcony without the prior written approval of the Body Corporate.
- (h) Must replace any windows, or doors that are broken, cracked or damaged with new glass or materials of the same pattern and quality.

16. Lawns & Gardens on Common Property

- (a) An owner 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 or for animal ablutions.
- (b) The internal gardens, driveways and lanes are a quiet area and are not to be used as a children's play area.

17. Use of Water Services

- (a) All things required for the provision of water supply, drainage, wastewater and sewage services to units or to the 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, and no sweepings, rubbish or unsuitable substances shall be deposited in them. 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 shall not waste water unnecessarily and shall ensure all taps in their unit are turned off after use and that any leaking taps or pipes within their unit are fixed at their expense and as a matter of urgency.

18. Washing

An Owner:

- (a) Shall not, without the prior written consent of the Body Corporate, erect or fix any washing lines, poles, or other such drying apparatus (either temporary or permanent) outside their unit or on or to the exterior of their unit or on or to the exterior of any building contained in their unit.
- (b) Shall not hang any clothes, washing, bedding, towels or other items outside their unit or part of their unit such as balconies, courtyards, or driveways.

19. Security & Ventilation Equipment

- (a) An owner shall at all times comply with the operating and maintenance instructions of any security, fire alarm, and air conditioning or ventilation equipment in their unit.
- (b) An owner shall not install or permit to be installed in or on their unit or on common property, any ventilation or air conditioning equipment without the prior written consent of the Body Corporate.

20. Floor Coverings

An owner must ensure all floor space in their unit, except in their kitchen, laundry, toilet, or bathroom areas of their unit, is covered or otherwise treated to an extent sufficient to prevent noise transmission from their unit likely that would disturb the quiet enjoyment that could reasonably be expected by the occupiers of another unit.

21. Noise, Behaviour & Conduct

An Owner:

- (a) 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.
- (b) Shall not interfere or obstruct the building manager from performing the building manager's duties or interfere or obstruct the building manager from using any part of the common property designated by the Body Corporate for use by the building manager.
- (c) Shall ensure that children do not play in the common area especially the driveways, lanes, walkways, and gardens and lawns.

22. Pets

- (a) An owner 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. The consent of the Body Corporate, if given, shall be for no more one animal or pet and shall not be unreasonably or arbitrarily withheld and may be revoked upon written notice if any animal or pet causes a disturbance that adversely affects the rights or interests of any other owner.
- (b) Notwithstanding rule 22 (a) any owner of a unit who relies on a guide, hearing or assistance dog may bring or keep such a dog in their unit, and may bring such a dog onto the common property.
- (c) The owner of any animal or pet permitted under rule 22 (a) or any dog permitted under rule 22 (b) must ensure that any part of their unit or the common property that is soiled or damaged by the animal, pet or dog is promptly cleaned or repaired at the cost of the owner.

23. Security

An Owner must keep their unit locked and all doors and windows closed and securely fastened at all times when their unit is not occupied, and do all things reasonably necessary to protect their unit from fire, theft, or damage.

24. Moving & Installing Heavy Objects

- (a) An owner must not, without the prior written consent of the Body Corporate, bring into their unit or onto or through the common property, or erect, fix, place or install in their unit, any object of such weight, size, nature or description that could cause any damage, weakness, movement or structural defect to any unit or to the common property, and any such damage caused or contributed to shall be paid for by the owner responsible.
- (b) No large moving trucks are permitted within the common areas.

25. Hazards, Insurance & Fire Safety

An owner must not bring onto, use, store, or do, in their unit or on any part of the common property anything that:

- (a) Creates a breach of the 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.

In the event that an owner has an outdoor barbecue at their unit, they shall:

- (a) Ensure that any barbecue is only used outside in a well-ventilated area and not placed directly under the powder coated aluminium cladding or directly adjacent to any courtyard vegetation.
- (b) Supervise any barbecue at all times when it is in use.
- (c) Have a fire extinguisher available within 5 metres of any barbecue and which is capable of extinguishing oil, fat or grease fires.
- (d) Ensure that any barbecue is regularly cleaned to remove oil, fat or grease deposits and take steps to ensure that any drip tray is regularly replaced.

26. Emergency Evacuation Drills & Procedures

An owner must cooperate with the Body Corporate during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures.

27. 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 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 any such damage or defect.

28. Leasing/Renting a Unit

An Owner:

- (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 their unit.
- (b) Must provide the Body Corporate with written notice of the full name, landline phone number and cell phone number for the tenant or occupiers of their unit.
- (c) Must inform any tenants or occupiers of their unit that the mode of service under the UTA 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 their unit and the email address for service for the owner.
- (d) Must promptly notify the Body Corporate in writing of any changes to the details in rules 28 (b) and (c).

29. Relationship to Management

All requests for consideration of any matter should be referred to the Body Corporate committee through its duly authorised representative.

30. Rules

An owner

- (a) Shall observe, comply, and procure the observance and compliance of its visitors, agents, servants, and tenants with the rules of the Body Corporate as may from time to time be in force relating to the control, management, security, safety, care, operation, cleanliness and use of their units and the common property and for the preservation of good order, safety, comfort and enjoyment of all occupiers and visitors.
- (b) Must comply with all Acts, (including the noise control provisions of the Resource Management Act 1991 - bylaws, and regulations) for the time being in force in the area in which their unit is situated, and as they relate to the use, occupation or enjoyment of their unit, accessory unit or the common property.