

47-49 Pengover Avenue – Oval Apartments & Café

Body Corporate Rules

1. INTERPRETATION

- 1.1. Terms defined in the Unit Titles Act 2010 (**Act**) have the same meaning in these rules as they have in the Act, unless further defined in these rules or unless the context otherwise requires.
- 1.2. For the purpose of these rules the term **Owner**, in addition to the meaning it has in the Act, includes an Occupier unless the context otherwise requires.
- 1.3. The term **Occupier** means tenants, licensees, or Other Persons occupying a Unit.
- 1.4. The term **Other Persons** means employees, contractors agents, customers and/or invitees of an Owner.
- 1.5. The term **Commercial Unit** means other Units not identified as Residential Units on the Deposited Plan together with any Accessory Unit or Units designed or designated to be used with those Principal Units.
- 1.6. The term **Residential Unit** means those Principal Units that are occupied as Residential Units together with any Accessory Unit or Units designed or designated to be used with those Principal Units.
- 1.7. The term **Land Use Consent** means the Land Use Resource Consent for the property and any varied additional or replacement resource consent related to the use of the Unit Title Development granted by any authority having jurisdiction over the Unit Title Development.

2. OBLIGATIONS

- 2.1. These rules are binding on all Owners
- 2.2. These rules are also intended to control the conduct of Other Persons in respect of the Unit Title Development. For that reason, where these rules place an obligation on an Owner, the Owner has an obligation to ensure that Other Persons comply with that obligation.
- 2.3. Notwithstanding clause 2.2, where these rules or the Act place an obligation on an Owner to make any payment, the Owner must meet that obligation themselves, whether or not the obligation to make payment has arisen due to an Other Person's conduct.

3. INTERFERENCE AND OBSTRUCTION OF COMMON PROPERTY

- 3.1. 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 (other than their own Unit) or Common Property, or obstruct or cover any windows, sky lights, lights or other means of illumination of any Unit (other than their own Unit) or Common Property.

4. DAMAGE TO COMMON PROPERTY

4.1. 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;

The cost of rectifying any damage to the Common Property caused by, allowed by, or contributed to by an Owner shall be paid for by that Owner.

5. USE OF FACILITIES, ASSETS AND IMPROVEMENTS WITHIN THE COMMON PROPERTY

- 5.1. 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 for which those facilities, assets or improvements were not designed or constructed and must comply with any terms conditions of use for such facilities or assets or improvements set by the Body Corporate from time to time.
- 5.2. Any part of the Common Property that is used as an entrance or access way to a Unit or to the Unit Title Development shall not be used by any Owner for any other purpose than for entering or leaving that Unit or the Unit Title Development

6. VEHICLE PARKING

- 6.1. An Owner may park a vehicle if permitted by the Body Corporate on common property upon such conditions as the Body Corporate may advise. The Body Corporate may from time to time allocate car parks for exclusive use (if appropriate).
- 6.2. An authorised user of a designated Vehicle Park must:
 - a) Only use the Vehicle Park for the purpose of parking vehicles;
 - b) Ensure the Vehicle Park is kept tidy and free of litter;
 - c) Not use the Vehicle Park, or permit the vehicle parked in the Vehicle Park, to be used for storage;
 - d) Ensure that any vehicle parked in the Vehicle Park is parked within the boundaries of the Vehicle Park;
 - e) Ensure that oil or other liquids do not leak from any vehicle parked in the Vehicle Park;
 - f) Immediately clean up any oil or other liquids that have spilled or leaked onto the Vehicle Park. Where the Body Corporate has to complete the clean-up because the Owner does not do so, then the costs of clean-up shall be paid for by the Owner.
- 6.3. An Owner must not carry out, or allow to be carried out, any vehicle maintenance on any vehicle parked anywhere in the Unit Title Development.
- 6.4. An Owner of a Vehicle Park shall ensure that all vehicles parked in that Vehicle Park by or with the permission of the Owner are: mobile; have a current warrant or certificate of fitness; are of a roadworthy standard; and have current registration.

- 6.5. The Body Corporate may remove or authorise the removal of a vehicle from the Unit Title Development that the Body Corporate considers is parked or operated in such a manner that is in breach of this rule 6, and the Body Corporate shall not be liable for any resulting damage, loss or costs. The Body Corporate may require an Owner to meet the costs of such removal where the Body Corporate considers such requirements to be reasonable.
- 6.6. The provisions of this rule 6 shall not restrict the Body Corporate from establishing, publishing/advertising and enforcing provisions regarding the towing of any vehicles parked in the Unit Title Development, from time to time and the Body Corporate may authorise the issuing of parking infringement notices.

7. AERIALS, SATELLITE DISHES AND ANTENNAS

- 7.1. 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 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, NOTICES, ADVERTISING AND PROMOTION

- 8.1. 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, on or to any external part of a Unit, or to or near any window so that such sign or notice is visible to any person outside of the Unit.
- 8.2. An Owner of a Residential Unit or an owner of a Commercial Unit must not 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, or to or near any window so that such sign or notice is visible to any person outside of the Unit.
- 8.3. Any signs erected, fixed, placed or painted with the consent of the Body Corporate shall be so erected, fixed, placed or painted by an appropriately skilled and qualified signwriter and be to a high professional standard.
- 8.4. 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 that Owner's 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.
- 8.5. An Owner of a unit must not display any goods or otherwise store any item, on the 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.

9. CONTRACTORS

- 9.1. An Owner who carries out any repair, maintenance, additions, alterations or other such work on a Unit must use professional, appropriately qualified contractors for such work and must ensure that those contractors cause no unreasonable inconvenience to any other Owner and must ensure that such work is carried out in a proper workmanlike manner.

10. RUBBISH AND PEST CONTROL

10.1. An Owner:

- a) Must not leave rubbish, recycling material, trade refuse or waste, dirt or other material (Rubbish) 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 Unit Title Development by other Owners;
- b) Must arrange collection and removal of Rubbish promptly, hygienically and tidily and ensure such collection and removal does not adversely affect the health, hygiene or comfort of other Owners;
- c) Must not burn any Rubbish anywhere in or on the Unit Title Development; and
- d) Shall keep the Unit free of vermin, pests, rodents and insects

10.2. An Owner shall not place or store Rubbish outside the boundary of their Principal Unit, other than within any area designated for the collection and storage of the Rubbish by the Body Corporate.

10.3. Where an Owner arranges for the collection of any Rubbish by heavy vehicles, such collection shall only take place between the hours of 7am and 8pm, Monday to Sunday.

10.4. It is acknowledged by the Owners that the Body Corporate may organise rubbish collection which will become a Body Corporate expense and rechargeable to the Owners.

11. CLEANING AND GARDEN MAINTENANCE

11.1. An Owner must ensure that their Unit is kept clean at all times and any gardens, grounds, yards, outdoor seating areas or paved areas within that Unit are kept neat and tidy and are regularly maintained.

11.2. Any outdoor furniture shall be maintained in good working order, be clean and tidy and stored inside the Owner's Principal Unit each night, or such other location approved by the Body Corporate in writing.

12. CLEANING AND REPLACING GLASS

12.1. An Owner must keep clean all glass contained in windows and doors of their Unit and any other structural glass in the Unit and replace any cracked or broken glass as soon as possible with glass of the same or better weight and quality.

13. GARDENS ON COMMON PROPERTY

13.1. An Owner must not damage any garden, tree, shrub, plant or flower being part of, or situated on the Common Property, or use any part of the Common Property as a garden for his or her own purposes.

14. USE OF WATER SERVICES

- 14.1. An Owner must only use 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 (Water Services), including but not limited to pipes, drains, taps, faucets, toilets, baths, showers, sinks, waste disposal units and dishwashers, for the purpose for which they were designed and constructed.
- 14.2. If any Owner causes or permits any damage, loss or costs to be incurred due to misuse or negligence of those Water Services, that Owner shall pay for such damage, loss or costs.
- 14.3. An Owner shall not waste water and shall ensure that all taps in the Owner's Unit and on the Common Property are turned off after use.

15. WASHING

- 15.1. An Owner shall not hang any clothes, washing, bedding, towels or other items outside any building contained within the Unit Title Development or on or from any deck or balcony.
- 15.2. An Owner shall not wash or otherwise clean or maintain (inside or out) any vehicle within the parking area of the Unit Title Development or other area on the Common Property or on any Accessory Unit.

16. SECURITY AND VENTILATION EQUIPMENT

- 16.1. An Owner shall comply at all times with the operating and maintenance instructions of any security, fire alarm, air conditioning or ventilation equipment in the Unit Title Development.

17. FLOOR COVERINGS

- 17.1. An Owner must ensure that all floor space in their Unit except in kitchen, laundry, toilet or bathroom areas, 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 be reasonably be expected by the Owner of another Unit.

18. NOISE, ODOUR, VIBRATION, BEHAVIOUR AND CONDUCT

- 18.1. Subject to clause 18.5 below, an Owner shall not make or permit any noise, odour, fumes or vibration, or carry out or permit any conduct or behaviour, in their Unit or on the Common Property, which interferes with or is likely to interfere with the use and enjoyment of the Unit Title Development by other Owners.
- 18.2. In particular an Owner shall not make or permit any noise or carry out or permit any conduct or behaviour, in their 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 (**Restricted Hours**).
- 18.3. An Owner shall keep the volume of musical instruments, radio or television receivers and stereo equipment or any other electronic device or medium (**Devices**) as low as possible at all times and shall ensure such Devices are not operated between the Restricted Hours so as to be audible in any Unit other than the Owner's Unit.

18.4. In respect of fumes, odours and other similar emissions from the Commercial Unit and the use of extractor fans and ducting (Extractors) for the Commercial Unit, Owners of such Commercial Unit shall be deemed not to interfere with the use and enjoyment of other Owners of the Unit Title Development, provided that such Extractors are:

- a) used at all times when such fumes, odours and other similar emissions are produced within the unit;
- b) installed and used in accordance with the manufacturer's instructions, including any maximum designed capacity or efficiency;
- c) maintained at all times in accordance with the specifications of the manufacturer and are kept in a good state of repair;
- d) switched off when not required
- e) the subject of a maintenance contract, a copy of which shall be provided to the Body Corporate

18.5. An Owner of the Commercial Unit shall ensure that noise emissions from the Commercial Unit shall not exceed the noise levels specified in the Land Use Consent.

18.6. An Owner shall ensure that all mechanical plant selected and installed for use with or within their Unit shall comply with the noise level restrictions of the Land Use Consent.

19. PETS

19.1. Subject to clause 19.2, an Owner must not bring or keep any animal or pet in any unit or on the Common Property.

19.2. Notwithstanding clause 19.1 and Owner of a Residential Unit, may keep either one small/medium breed dog or one cat in such Residential Unit.

19.3. Notwithstanding clause 19.1 any Owner who relies on a guide, hearing or assistance dog may bring or keep such a dog in a Unit (but not any other dog) and may bring such a dog onto the Common Property.

19.4. An Owner of any animal permitted under clause 19.2 or 19.3 must ensure that any part of a Unit or the Common Property that is soiled or damaged by that animal is promptly cleaned or repaired at the cost of the Owner.

19.5. An Owner of any animal permitted under clause 19.2 or 19.3 must ensure that such animal does not enter any other Unit or the Common Property so as to cause nuisance to any other owner.

19.6. If at any time a pet becomes a nuisance and/or there is repeated, ongoing, or serious annoyance to another Owner, the Body Corporate may (in its discretion acting reasonably) cause the offending pet to be permanently or temporarily removed from the unit title development.

20. SECURITY

20.1. An Owner must:

- a) Keep their 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 and its contents from fire, theft, or damage;
- b) Take all reasonable steps to ensure any electronic security cards, security keys or security codes to that Unit or Common Property are not lost, destroyed or stolen or given to anyone other than an Owner of a Unit to which the security card, security keys 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 clause (b) or (c) of this rule are breached, or may have been, or are likely to be breached.

20.2. The Body Corporate, or its appointed agent or contractor, may enter into any Unit or part of the Common Property, without notice, for the purpose of making any part or parts of the Unit Title Development secure.

20.3. The Body Corporate, or its appointed agent or contractor, may remove any persons from the Unit Title Development that are, in the Body Corporate's (or its appointed agent or contractor's) sole discretion, drunk, under the influence of alcohol or drugs, or otherwise causing a nuisance or adversely affecting the use and enjoyment of the Unit Title Development by Owners or other users of the Unit Title Development.

21. MOVING AND INSTALLING HEAVY OBJECTS

21.1. 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 such weight, size, nature or description that could cause any damage, weakness, movement or structural defect to any Unit or Common Property. The costs of rectifying any damage to the Common Property or any Unit caused by, allowed by or contributed to by an Owner shall be paid for by that Owner.

22. DELIVERY AREAS

22.1. 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, (**Delivery Area**), must only be used:

- a) By the Owners or Other Persons permitted by an Owner;
- b) For the purpose for which it was designed and constructed; and
- c) During the hours for such use as set by the Body Corporate from time to time.

22.2. Any Delivery Area in a Unit must only be used by the Owner of that Unit or Other Persons permitted by that Owner, and must only be used for the purpose for which it was designed and constructed.

- 22.3. 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.
- 22.4. An Owner shall ensure that all deliveries by heavy vehicles shall be restricted to the hours specified in the Land Use consent.

23. HAZARDS, INSURANCE, AND FIRE SAFETY

- 23.1. An Owner must not bring onto, install, use, store, or do, in a Unit or any part of the Common Property anything that:
- a) Increases the premium on, is in breach of, or invalidates any Body Corporate Insurance Policy for the Unit Title Development, or otherwise adversely affects the Body Corporate's entitlements under any such insurance policy;
 - b) Is in breach of any enactment or rule of law relating to fire, insurance, hazardous substances, fire safety plan or dangerous goods, or any requirements of any territorial authority;
 - c) Attaches to, or hangs from, any fire safety device, including without limitation a sprinkler;
 - d) Obstructs or hinders an exit within the Unit Title Development;
 - e) Creates a hazard of any kind; or
 - f) Affects the operation of fire safety devices and equipment or reduces the level of fire safety in the Unit Title Development.

24. EMERGENCY EVACUATION DRILLS AND PROCEDURES

- 24.1. An Owner must cooperate with the Body Corporate during any emergency evacuation drills and must observe and comply with all emergency procedures and plans.

25. NOTICE OF DAMAGE, DEFECTS, ADCCIDENTS OR INJURY

- 25.1. Upon becoming aware of any damage or defect in any part of the Unit Title Development including any Building Elements or Infrastructure forming part of the Unit Title Development, an Owner must immediately notify the Body Corporate.
- 25.2. Any cost to repair any such damage or defect shall be paid by the Owner that caused, allowed, or permitted the damage or defect.
- 25.3. Upon becoming aware of any accident or injury to any person in the Unit Title Development, an Owner must immediately notify the Body Corporate.

26. COMPLIANCE WITH LAW

- 26.1. An Owner shall comply with all applicable law, including without limitation all statutes, ordinances, regulations and by-laws and shall ensure that all Other Persons comply with the same.
- 26.2. The Owner 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.

27. LEASING A UNIT

27.1. An Owner must:

- a) Provide a full copy of these rules and a full copy of all future amendments to these rules to any Occupier of their Unit; and
- b) Provide the Body Corporate with written notice of the full name, contact phone number, email address and address for service for the purposes of the Act for the Owner and for all Occupiers of the Unit, and promptly notify the Body Corporate in writing of any changes to such details.

28. PROHIBITED STRUCTURES IN A UNIT

28.1. An Owner must not bring onto or erect on Common Property or on any Unit, any shipping or similar container, porta cabin, or temporary structure building or shed.

29. USE OF UNIT

29.1. An Owner must not use or permit their Unit to be used for any purpose which is illegal or may be injurious or cause or has the potential to cause damage or harm, whether physical, economic or otherwise to the Common Property, any Building Elements or Infrastructure forming part of the Unit Title Development, or any other Unit.

29.2. An Owner must comply with all requirements and conditions of the Land Use Consent in respect of the use of their Unit and the Common Property.

29.3. An Owner of a Residential Unit shall not permit that Unit to be used for any purpose other than as a private residence.

29.4. An Owner of the Commercial Unit shall not permit any person to sleep in that Unit.

29.5. An Owner of the Commercial Unit must make all reasonable steps to ensure that the business or other operation from that Unit does not interfere with the use and enjoyment of the Unit Title Development by other Owners and shall keep the premises open for business during usual trading hours.

29.6. An Owner shall not use or permit their Unit to be used for any business or other uses, that could, in the Body Corporate's reasonable opinion bring the Body Corporate, the Unit Title development or any owner into dispute, without first obtaining the written consent of the Body Corporate.

30. COLOUR SCHEME

30.1. An Owner of a Unit must not alter the colour scheme of the exterior of the Unit without the prior consent of the Body Corporate.

31. ADDITIONS OR ALTERATIONS

31.1. An Owner must not make any additions to their Unit or in any way alter its elevation or its external decoration or appearance without the prior written consent of the Body Corporate.

32. STORM WATER SYSTEM

32.1. An Owner shall undertake the inspection and maintenance activities in respect of any storm water disposal system contained within their Unit including by not by way of limitation:

- a) The removal of sediment, detritus and other objects from the sump or pipes; and
- b) The inspection of the sump or pipes at least once every year.

33. SPILL MANAGEMENT

33.1. At all times subject to all other body Corporate rules, and Owner shall undertake spill management measures in relation to storm water, including but not limited to the following:

- a) Carrying out material handling indoors, under cover, or away from storm drains or sensitive water bodies;
- b) Properly label all containers so that the contents are easily identifiable;
- c) Create berm storage areas so that if a spill or leak occurs, the material is contained.
- d) Cover outside storage areas either with a permanent structure or with a seasonable one such as a tarpaulin so the rain cannot come into contact with the materials;
- e) Check containers (any containment sumps) often for leaks and spills;
- f) Replacing containers that are leaking, corroded or otherwise deteriorating with containers in good condition;
- g) Collecting all spilled liquids and properly disposing of them;
- h) Storing, containing and transferring liquid materials in such a manner that if the container is ruptured or the contents spilled, they will not discharge, flow or be washed into the storm drainage system, surface waters or ground water;
- i) Place drip pans or absorbent materials beneath all mounted tape sand at all potential drip and spill locations during the filling and unloading of containers;
- j) Properly disposing of, reusing or recycling any collected liquids or soiled absorbent materials;
- k) Sweeping and cleaning storage areas at least monthly; and
- l) Not using water to hose down such areas unless all of the water used will be collected and disposed of properly.

34. AUCTIONS

34.1. An Owner shall not conduct or advertise any auction, garage sale or similar, at their Unit, or any other Unit or on the Common Property, without the prior written consent of the Body Corporate.

35. MEDIA STATEMENTS

35.1. An Owner shall not make any statements to the media in respect of the Body Corporate, another Owner, or the Unit Title Development itself, without the prior written consent of the Body Corporate.