

**RULES OF BODY CORPORATE NO. 533850
(NORTH AUCKLAND REGISTRY)**

The Vincent

106 Vincent Street, Auckland

SCHEDULE OF BODY CORPORATE OPERATIONAL RULES

1 Definitions and Interpretations

1.1 Definitions:

1.1.1 In these Rules unless the context otherwise requires:

Act means the Unit Titles Act 2010 and includes any statutory modification or re-enactment of that Act.

Authority means any corporation, including any government, local, territorial, statutory or non-statutory authority or body having jurisdiction over the Building and the Land and the Services supplied to the Building and the Land or any part thereof.

Body Corporate means Body Corporate No 533850 (North Auckland Registry) and/or the relevant Committee (as the case may be).

Building means the building(s) on the Land currently known as The Vincent, 106 Vincent Street, Auckland.

Building Manager means any manager of the Building (whether incorporated or not) appointed by the Body Corporate from time to time.

Chairperson means the chairperson elected by the Body Corporate from time to time under the Regulations.

Committee means a Body Corporate committee to which the Body Corporate has delegated certain powers or duties pursuant to section 108(1) of the Act.

Common Property means all parts of the Land and/or the Building as shown on the Unit Plan as being the common property and not part of a Unit or privately owned car park.

Contractor means any contractor engaged from time to time by the Body Corporate and includes their employees, agents, invitees or licensees.

Health and Safety Act means the Health and Safety at Work Act 2015.

Land means the land which is the subject of the Unit Plan.

Occupier includes Owner, tenant, licensee, employee, agent or invitee and persons under the control of the same.

Owner has the same meaning in these Rules as it has in the Act and where relevant also includes Occupiers and persons under the control of an Owner or Occupier.

Regulations means the Unit Titles Regulations 2011 and includes any statutory modification or re-enactment of those Regulations.

Rubbish Storage Area means the area of the Building designated as storage areas for rubbish, recycling and trade waste for the Building.

Rules means these Body Corporate Operational Rules including any modifications subsequently made to them and registered in accordance with the Act from time to time.

Service Contractor has the meaning described in the Act.

Services means services to the Unit Title Development including but without limitation hot and cold water, drainage, sewage and waste water disposal, stormwater drainage, telecommunications, electrical and gas reticulation, air-conditioning or ventilation equipment, grey water reticulation system, ground water pump, wastewater pump, stormwater pump, security and fire prevention services and vertical transportation.

Storage Locker means the storage lockers located on the Common Property.

Unit means a principal unit on the Unit Plan and:

- (i) Unless the context otherwise requires, includes all accessory units attached to that Unit (if any); and
- (ii) In relation to any Owner means the Unit owned or occupied by that Owner.

Unit Plan means Unit Plan 533850 (North Auckland Land Registry) for both principal units and any accessory units (if any) as defined in the Act.

Unit Title Development has the same meaning as in the Act.

1.2 Interpretations

- 1.2.1 Terms defined in the Act and the Regulations have the same meaning in these Rules as they have in the Act and Regulations unless the context otherwise requires.
- 1.2.2 These Rules are binding on all registered Owners, occupiers and mortgagees in possession of a Unit as well as their employees, agents, invitees, licensees and tenants.
- 1.2.3 Words importing the singular or plural include the plural and singular respectively.
- 1.2.4 Headings are inserted for the sake of convenience and ease of reference only. They do not form part of the text and shall not affect the construction or interpretation of these Rules.

2 Common Property

- 2.1 An Owner must not interfere with the reasonable use or enjoyment of the Common Property by other Owners or obstruct any lawful use of the Common Property by other Owners.
- 2.2 An Owner must not damage or deface the Common Property.
- 2.3 An Owner must not use any facilities contained within the Common Property, or any improvements that form part of the Common Property, for any use other than the use

3

for which those facilities or improvements were designed and must comply with any conditions of use for such facilities or improvements as set by the Body Corporate from time to time.

- 2.4 Any part of the Common Property or any easement area that is used as an entrance or accessway to the Building shall not be used by any Owner for any purpose other than for entering or leaving the Building and must be kept clear of obstructions at all times. That part of the Common Property comprising the loading dock which has access off the right of way to the rear of the Building is to be used exclusively by rubbish contractors, service contractors and otherwise as authorised at the sole discretion of the Building Manager.
- 2.5 An Owner must not do or allow to be done anything that detracts from the amenity value of the Common Property.
- 2.6 An Owner must not store or leave anything on the Common Property except in an area or areas that may from time to time be designated for that purpose by the Body Corporate.
- 2.7 An Owner must not use any common area rubbish bin, other than in the designated Rubbish Storage Area, for household or commercial purposes.

3 Vehicle Parking and Bicycles

- 3.1 An Owner must not park any vehicle, bicycle or scooter or permit any vehicle, bicycle or scooter to be parked on any part of the Common Property unless the Body Corporate has either designated it for vehicle, bicycle or scooter parking or given its prior written consent to do so.
- 3.2 An Owner must not leave, place or store any bicycle or scooter on any of the verandas, terraces or decks or leave, place, store or transport any bicycle or scooter in the corridors, lifts, lobbies or any part of the Common Property other than in the designated areas.
- 3.3 The Body Corporate may remove a vehicle, bicycle or scooter from any part of the Unit Title Development if it considers it is parked in such a manner that it is in breach of these Rules, at the expense of the owner of the vehicle, bicycle or scooter concerned, and the Body Corporate shall not be liable for any resulting damage, loss or costs.
- 3.4 An Owner of a carpark and persons under their control shall:
 - 3.4.1 not use or allow to be used the carpark for any purpose other than the parking of vehicles;
 - 3.4.2 not use the carpark or permit it to be used for storage;
 - 3.4.3 ensure that any vehicle parked in the carpark is parked within the boundaries of the carpark;
 - 3.4.4 not use the carpark for the storage of volatile or highly flammable substances, goods or solids; and
 - 3.4.5 ensure that the carpark is kept tidy and free of litter/rubbish.

4

4 Aerials, Satellite Dishes and Antennas

An Owner must not erect, fix or place any aerial, satellite dish or antenna onto the exterior of a Unit or Common Property without the prior written consent of the Body Corporate. The consent of the Body Corporate may be withheld, varied or revoked if the rights of another Owner are adversely affected by such aerial, satellite dish or antenna.

5 Signs, Notices, Advertising and Promotion

5.1 An Owner shall neither fix nor erect, place or paint any sign or notice to any part of the exterior or interior of the Building or on the Common Property or onto any part of a Unit (including any internal part of a Unit so as to be visible from the outside or exterior of the Unit) without first obtaining:

5.1.1 the prior written consent of the Body Corporate, such consent to be given at the absolute discretion of the Body Corporate;

5.1.2 all Authority approvals; and

5.1.3 the directions of the Body Corporate as to position, size, colour and style of sign.

5.2 Where any Owner has erected any sign or notice in accordance with Rule 5.1, such Owner shall maintain and clean the sign or notice to the satisfaction of the Body Corporate as and when required by the Body Corporate.

5.3 An Owner must not display any goods or services on Common Property or use the Common Property for any business, promotional or commercial purpose without the prior written consent of the Body Corporate.

5.4 An Owner who arranges an open home viewing of a Unit must ensure that:

5.4.1 there is a minimum of two viewing real estate agents to ensure that there is controlled access into the Building and lift and controlled viewing of the Unit on the floor of the Unit being viewed;

5.4.2 no signage advertising the open home viewing may be affixed to the inside or outside the Unit or any Common Property areas; and

5.4.3 no security doors may be blocked or held open during such viewings.

5.5 An Owner must not display any temporary or mobile signage, including but not limited to, sandwich boards and portable banners at any time on the Common Property or on any footpath or road adjoining the Building without the prior written consent of the Body Corporate.

6 Contractors

An Owner who carries out any repair, maintenance, addition, or alteration to their Unit must ensure that all contractors or any other persons employed or engaged by the Owner cause minimum inconvenience to all other Owners. All such works must be carried out in a proper and tradesman like manner and all applicable consents must be obtained from the relevant Authority and Body Corporate where necessary.

5

7 Rubbish and pest control

7.1 An Owner:

- 7.1.1 must not leave rubbish, recycling material, refuse or waste, dirt or other material on the Common Property except in the Rubbish Storage Area or such other areas designated for rubbish collection by the Body Corporate, and where such material is left in the Rubbish Storage Area or 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;
- 7.1.2 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;
- 7.1.3 must not burn any rubbish or light any fire anywhere on the Common Property or in any Unit;
- 7.1.4 must ensure that their Unit is kept clean at all times and that rubbish, recycling material or waste is regularly collected from their Unit and not allowed to accumulate;
- 7.1.5 must keep the Unit free of vermin, pests, rodents and insects. If an Owner does not strictly and promptly comply with this rule the Body Corporate shall be entitled to engage pest exterminators and recover all costs from that Owner;
- 7.1.6 must ensure that any rubbish and recycling is kept at all times in a clean, tidy and hygienic condition and so as not to create smells or attract pests, animals, vermin or insects and so as not to become a nuisance or unreasonable annoyance to any other Owner; and
- 7.1.7 must comply at all times with the approved rubbish collection and delivery schemes, rules, regulations and/or any other waste management strategies implemented by the Body Corporate from time to time.

- 7.2 Where there is any breach by an Owner of clause 7.1, then the Owner in breach must pay all costs incurred by the Body Corporate in removing and disposing any rubbish, recycling material, refuse or waste, and remedying any damage caused by the non-removal of the same.

8 Cleaning and Gardens

- 8.1 An Owner must ensure that the Unit and any paved areas within the Unit are kept clean, neat and tidy at all times and maintained to an appropriate quality.
- 8.2 An Owner must not cut, trim, prune or damage any garden, tree, shrub, grass (including artificial grass) plant or flower on the Common Property or use for his/her own purposes as a garden any portion of the Common Property except with the prior written consent of the Body Corporate.
- 8.3 The use of any common area and associated landscaping by an Owner must not interfere with the use and enjoyment of the Unit Title Development by other Owners.

6

9 Glass

- 9.1 An Owner must keep clean all glass in windows or doors in the Unit, and replace any cracked or broken glass as soon as possible with glass of the same or better weight, quality and tint.
- 9.2 An Owner must not alter the windows of their Unit which are visible from the exterior of the Building, in any way such as applying tint, film or any other decoration to the window.

10 Use of Water Services

- 10.1 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, dishwashers, washing machines and dryers must only be used for the purpose for which they were designed. If an 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.
- 10.2 An Owner shall not waste water and shall ensure that all taps in the Unit are turned off after use and all leaks are attended to quickly.

11 Washing and Drying of Clothes

- 11.1 An Owner shall not install or erect any permanent or temporary structure (including clothes horses), fixture or fittings for the drying of clothes or other items on or to the exterior surfaces of the Unit or the Building or within any deck or balcony space of any Unit.
- 11.2 An Owner shall not hang any clothes, washing, bedding, towels or other such items on or from any balcony or deck or on any part of the Common Property.

12 Security and Ventilation Equipment

- 12.1 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 or in the Common Property.
- 12.2 The Owner acknowledges that the Body Corporate has access to a security camera system to monitor the Common Property. Notwithstanding the installation of any such system, the Body Corporate will not be responsible for any theft or damage to any personal property or damage or loss to any Owner.

13 Security

- 13.1 An Owner of a Unit must:
 - 13.1.1 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 from fire, theft or damage;

- 13.1.2 take all reasonable steps to ensure that 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 an Owner, occupier or tenant of the Unit to which the security card, security key or security code relates;
 - 13.1.3 not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a Unit or Common Property; and
 - 13.1.4 notify the Body Corporate as soon as reasonably practicable if rules 13.1.2 or 13.1.3 are breached or they become aware of any issue relating to security or the safe operation of any equipment.
- 13.2 An Owner shall be responsible for the costs of any replacement security cards or security keys if they are lost or broken.

14 Noise, Behaviour and Conduct

- 14.1 An Owner or persons under their control shall not make or permit any objectionable noises or activities in the Building or on the Common Property nor interfere in any way with the peaceful enjoyment of other Owners or those having business with them or any person lawfully using the Common Property.
- 14.2 An Owner shall not use any part of the Unit or Common Property to engage in activities that disturb the reasonable enjoyment of the other Owners or occupiers of the Building.
- 14.3 An Owner must ensure that all musical instruments, radios, stereo equipment, television sets and such like shall be played and operated so that the sound arising from them shall be reasonable and not cause annoyance to other Owners of Units and without limitation to the general nature of the volume of musical instruments, radio, television receivers and stereo equipment or any other electronic device or medium shall be kept as low as possible at all times and shall not be operated in such a manner as to be unreasonably audible in any other Unit.
- 14.4 An Owner must ensure that all their guests and visitors entering or leaving a Unit or the Building do so quietly and in a manner that does not disturb the Owners of other Units.
- 14.5 An Owner shall not make any complaint to any Authority in respect of any activity that is a permitted activity in the district/regional plan, provided such activities are operating in accordance with Authority requirements and in accordance with any restrictions imposed as part of a resource consent.

15 Floor coverings

An Owner 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.

16 Animals and Pets

- 16.1 An Owner must not, without the prior written consent of the Body Corporate, bring or keep any animal or pet in any Unit or on the Common Property.

- 16.2 Notwithstanding rule 16.1, but subject to rule 16.5, an Owner may keep either one of the following:

16.2.1 one cat; or

16.2.2 one small dog;

without the prior written consent of the Body Corporate.

- 16.3 Any pet or animal not included in the list in rule 16.2 will be considered on a case by case basis on application to the Body Corporate.

- 16.4 An Owner shall ensure that any animal or pet permitted under rule 16.2, 16.3 or 16.7 does not cause any noise or disturbance to other Owners or in any way interfere with the quiet enjoyment by any other Owner of their Unit.

- 16.5 The Body Corporate may upon reasonable grounds consider that the keeping of any animal by an Owner is undesirable and may give written notice to the Owner that the animal not be permitted in the Unit or Common Property, whereupon the animal must be removed.

- 16.6 An Owner being granted consent to have any animal or pet must ensure that the animal or pet is kept within the Owner's Unit at all times, except for ingress or egress on Common Property and without limiting the provisions of this rule, all dogs must at all times while outside of the Unit be kept on a leash and, if required from time to time by the Body Corporate, be muzzled.

- 16.7 Notwithstanding rule 16.1 any Owner 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.

- 16.8 The Owner of any animal or pet permitted under rule 16.2, 16.3 or 16.7 must ensure that any part of a Unit or the Common Property that is soiled or damaged by the animal is promptly cleaned or repaired (by the Building Manager if the damage is to Common Property) at the cost of the Owner and that animal waste matter must not cause any breach of rubbish or pest control rules.

17 Moving and Installing Heavy Objects

An Owner shall not, without the prior written consent of the Body Corporate, bring onto or through any Unit or the Common Property any object of such weight, size, nature or description that could impose upon any Unit or the Common Property any stress, strain or weight likely to cause any damage, weakness, movement or structural defect to any Unit or the Common Property or any part of it. All damage done to any Unit or the Common Property by installing, moving or removing heavy objects shall be made good and paid for by the Owner who or whose agent caused or contributed towards the damage.

18 Balconies and Outlets

- 18.1 An Owner must not use or permit to be used their balcony, deck or any yard or paved area for storage and must not store any items on their balcony, deck or any yard or paved area whatsoever other than non-combustible outdoor furniture such as galvanised steel or aluminium and ensure their balcony or deck is kept clean and tidy at all times.

- 18.2 An Owner must not use or permit to be used any cooking apparatus including but not limited to a barbeque, smoker, grill, outdoor oven or gas cooker on their balcony or deck.
- 18.3 An Owner must not use or permit to be used any heating apparatus including but not limited to a patio heater, gas heater, gas fire, fire pit, brazier or chimenea on their balcony or deck.
- 18.4 An Owner must ensure their balcony or deck is kept open at all times and shall not enclose their deck or balcony or any part of it nor hang any blinds, sheeting, curtains, awnings, screens or shields to the exterior area of any deck or balcony.
- 18.5 An Owner must ensure any drain located on the balcony or deck can function as it was designed and ensure it drains correctly and does not become obstructed or blocked.
- 18.6 Upon becoming aware of any damage or defect in the balcony or deck drain or upon that balcony or deck drain becoming obstructed or blocked an Owner must immediately notify the Body Corporate. If an Owner causes or permits any damage, loss or costs to be incurred then that Owner shall pay for such damage, loss or costs.
- 18.7 An Owner must ensure that all heavy items such as plants, containers and furniture are placed directly over the deck tile jacks to reduce the risk of cracks and damage to the deck tiles from uneven weight distribution.

19 Mail Collection

An Owner must only use any area designated for mail collection for the purpose of mail collection and shall ensure that the area is kept free of rubbish and recycle material and that security of such area is maintained at all times.

20 Lifts

An Owner must notify the Building Manager before occupying the lift to move larger items such as furniture, and shall not damage or deface the lifts in any manner, and comply at all times with any notice or instruction displayed in any lift in the Building.

21 Hazards, Insurance and Fire Safety

- 21.1 An Owner must not bring onto, use, store or do anything in a Unit or any part of the Common Property including any Storage Locker that: increases the premium on or is in breach of any Body Corporate insurance policy; is in breach of any enactment relating to fire, insurance, hazardous substances or dangerous goods, or any requirements of any Authority; creates a hazard of any kind; affects the operation of fire safety devices and equipment or reduces the level of fire safety in the Building.
- 21.2 An Owner must not do anything which shall make void or voidable any policy of insurance affected by the Body Corporate nor do anything which shall make any additional premium payable for any policy of insurance affected by the Body Corporate without first obtaining the prior written consent of the Body Corporate and paying to the Body Corporate the amount of any such additional premium.
- 21.3 An Owner shall not do or permit anything to be done in or bring or keep anything in their Unit, the Common Property or on the Building which is of an offensive, noxious,

10

illegal or dangerous nature including without limitation consuming alcohol on the Common Property or bringing or consuming illegal drugs of any nature on the Common Property.

22 Emergency Evacuation Drills and Procedures, Fire Callouts and False Alarms

22.1 An Owner must cooperate with the Body Corporate during any emergency evacuation drill and must observe and comply with all emergency evacuation procedures.

22.2 An Owner must not block or hold open any fire doors except when it is necessary for access, ingress and egress.

22.3 An Owner must not interfere with any fire alarms or emergency equipment in the Building and must ensure that the fire alarms in the Building are not improperly activated and that no false alarms are activated or caused by the actions or omissions of an Owner. The Owner responsible for the improperly activated or false alarm must pay all costs, charges and expenses for which the Body Corporate shall become liable for in connection with the improperly activated or false alarm. In the event there is a dispute as to the cause of the improperly activated or false alarm or who is responsible for the same then the Body Corporate shall be entitled to rely on the advice of a representative of the New Zealand Fire Service.

22.4 The Body Corporate may require Owners to perform fire drills and observe all necessary and proper emergency evacuation procedures and Owners shall cooperate with the Body Corporate in observing and performing such fire drills and procedures.

23 Notice of Damage, Defects, Accidents or Injury

Upon becoming aware of any damage or defect in any part of the Building or 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 Building Manager and Body Corporate, and follow any requirements of the Health and Safety Act. Any cost to repair any such damage or defect shall be paid by the Owner that caused or permitted the damage or defect.

24 Leasing or Renting a Unit

24.1 An Owner 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 the Unit and ensure that any lease agreement requires compliance by any occupier with these Rules.

24.2 An Owner must provide the Body Corporate with written notice of the full name, landline telephone number, mobile telephone number, email address and address for service for the purposes of the Act for the Owner and for all tenants or occupants or their agent of the Unit.

24.3 An Owner must promptly notify the Body Corporate in writing of any changes to the details in rule 24.2.

25 Duties of Owner and Restriction on Use of Units

25.1 Each Owner must indemnify and hold harmless the Body Corporate from and against all actions, claims, demands, losses, damages, costs and expenses (including all legal

fees and disbursements on a solicitor-client basis) for which the Body Corporate shall or may be or become liable in respect of or arising from:

- 25.1.1 negligent use, waste or abuse by that Owner or any person claiming under them of any water (hot or cold), gas, electricity, oil, lighting or other Services, systems, facilities or utilities in the Building or Unit Title Development;
- 25.1.2 overflow or leakage of water in or upon the Building or Unit Title Development and caused or contributed to by any act or omission on the part of that Owner or any person claiming under them;
- 25.1.3 loss or damage to any persons or property from any cause contributed to or caused by the use of their Unit by the Owner or by any person claiming under them or by the condition of their Unit or any part thereof to the fullest extent permitted by law and from all liability which may arise in respect of any accident, damage or injury so occurring;
- 25.1.4 loss or damage to persons or property from any cause whatsoever occasioned or contributed to by any act, omission, neglect, breach or default on the part of that Owner or a person claiming under them;
- 25.1.5 a failure to comply with the requirements of the Resource Management Act 1991, the Building Act 2004, the Health and Safety Act 2015 and with the lawful requirements of any Authority (including compliance with notices issued and with enforcement orders made) or with the provisions of any district plan or district rules relating to their Unit or the use of it; and
- 25.1.6 Loss or damage caused by a breach of the Health and Safety Act, the Act, the Regulations or these Rules.

25.2 An Owner of a Unit must:

- 25.2.1 pay all costs, charges and expenses for which the Body Corporate shall become liable in consequence of or in connection with the processing of any proposal by that Owner to make any addition or alteration to their Unit or to alter, amend or use Services or utilities supplied with the Unit Title Development.
- 25.2.2 only make additions or alterations to their Unit in accordance with the Act and meeting all requirements of any Authority.
- 25.2.3 not make additions or alterations to Common Property including any alteration to installations to Services or to Building Elements or Infrastructure.
- 25.2.4 not make alterations to the colour scheme or appearance of the exterior of their Unit.
- 25.2.5 maintain their Unit in good repair to ensure no damage or harm, whether physical, economic or otherwise is, or could be caused to any Building Element, Infrastructure, the Common Property or any other Unit in the Unit Title Development.
- 25.2.6 not access or permit anybody to have access onto the roof of the Building for any reason whatsoever without first obtaining the prior written consent of the Body Corporate.

- 25.2.7 observe and perform and ensure observance and performance with all covenants and conditions contained in any resource consent, encumbrance, easement, consent notice or land covenant affecting the Unit, the Common Property, the Building or the Unit Title Development.
- 25.2.8 not use audio visual equipment, amplifiers or loudhailers on the Common Property.
- 25.2.9 not solicit or permit its employees, agents or any person under its control to solicit business in the Common Property.
- 25.2.10 not distribute or permit to be distributed handbills, pamphlets or other advertising material in the Building or within the Unit Title Development.
- 25.2.11 not allow any charitable or other organisation to hold functions or solicit donations in the Common Property without first obtaining the written consent of the Body Corporate, such consent to be given at the absolute discretion of the Body Corporate.
- 25.2.12 where the name of the Building is to be used on stationary, advertising or other publication or communication the Owner must ensure that the full and proper name of the Building as advised by the Body Corporate is used.
- 25.2.13 not hang internal curtains, blinds or window coverings visible from the outside of the Building unless the backing of the curtains, blinds or window coverings is white and of such design and quality which complies in all respects with any design guidelines implemented by the Body Corporate.
- 25.2.14 not erect, install or affix any shutters, blinds or awnings to the exterior of their Unit without the prior consent of the Body Corporate.
- 25.2.15 not put or allow to be put a "key safe or lock box" on any part of the Common Property or Building or on the Unit Title Development for the purpose of selling or letting a Unit.
- 25.2.16 if the Owner is deemed to be a duty holder under the Health and Safety Act, comply with all applicable duties and obligations it has under that Act with reasonable care, due diligence and skill including but not limited to ensuring as far as is reasonably practicable the health and safety of everybody who works or anybody who could be or is affected by work in the Owner's Unit and for implementing safe systems of work and providing adequate facilities for the welfare of any contractors including monitoring the health of contractors and condition of the Unit so as to prevent injury or illness and ensuring the health and safety of contractors.
- 25.2.17 only make penetrations, holes or alterations to the fire rated and acoustic rated intertenancy walls in their Unit with the prior written consent of the Body Corporate and having first obtained confirmation from a suitably qualified person that the fire and acoustic integrity of the intertenancy wall shall be maintained.
- 25.2.18 not install a heat pump or other heating or cooling apparatus to the Unit which has an external component without the prior written consent of the Body Corporate, such consent to be in the absolute discretion of the Body Corporate.

13

- 25.3 An Owner of a Residential Unit shall not use or permit their Unit to be used for any purpose other than residential accommodation. If an Owner or Occupier wishes to use a Residential Unit for other purposes, it shall first obtain the prior written consent of the Body Corporate, provided always that the predominant use of such Unit remains residential. 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.
- 25.4 An Owner shall not permit a use that is illegal, noisome, hazardous, noxious, non-compliant with local authority requirements or may be injurious to the Owners or occupiers of Units or to the reputation of the Unit Title Development, or which may interfere with the general management of the Building or the Unit Title Development.
- 25.5 Each Owner acknowledges that any costs incurred by the Body Corporate in meeting its obligations under any interests registered against the Land, the Unit and/or the supplementary record sheet shall, except to the extent caused by a default of an Owner, be levied to Owners in accordance with their utility interest or ownership interest as applicable.
- 26 Powers and Duties of the Body Corporate**
- 26.1 The Body Corporate may settle and approve schemes for the exterior colour of the Building and for signs to be erected or painted on the Units or on the Common Property or visible from the exterior of any Unit.
- 26.2 The Body Corporate may remove any signage erected in breach of these Rules and dispose of the same without being liable for any compensation or damages.
- 26.3 The Body Corporate may appoint a Building Manager and delegate such of its powers as it is entitled to delegate under the Act to the Building Manager so appointed upon and subject to such terms and conditions as the Body Corporate considers appropriate.
- 26.4 The Body Corporate is authorised to do all things and sign all documents necessary or required in order to ensure observance and performance by an Owner and the Body Corporate with all covenants and conditions contained in any resource consent, encumbrance, easement, consent notice or land covenant affecting the Unit, the Common Property, the Building or Unit Title Development.
- 26.5 The Body Corporate is authorised to exclude or evict from the Building any person who in the opinion of the Body Corporate is under the influence of intoxicating liquor or drugs or who in any manner wilfully does any act in violation of these Rules or who is in the opinion of the Body Corporate a nuisance to other Owners or people within the Building or who commits or is suspected of committing an offence whether charged or convicted or otherwise.
- 26.6 The Body Corporate shall ensure that the maintenance and servicing of the balcony or deck drain outlets located under the removable deck tiles on the decks or balconies for each Unit, and the Common Property as applicable, in the Building forms part of the long term maintenance plan.
- 26.7 The Body Corporate must arrange for the administration and maintenance of the common private wastewater drainage systems, stormwater drainage systems, water supply, and any other Services that require regular maintenance and servicing and common access at such regular intervals as determined by the Body Corporate. The Body Corporate shall arrange for all water and gas "check meters" to be read not less than at quarterly intervals per annum.

- 26.8 The Body Corporate must not allow an Owner or any person to sleep or reside on the Common Property.
- 26.9 The Body Corporate must establish and maintain a Long-Term Maintenance Plan for the Building in accordance with the plan prepared by WTP NZ FM Cost Management Limited until such time as the Body Corporate resolves to adopt an alternative Long-Term Maintenance Plan to replace the plan prepared by WTP NZ FM Cost Management Limited. The Body Corporate must establish and maintain a long-term maintenance fund in order to maintain the Building pursuant to the Long-Term Maintenance Plan prepared by WTP NZ FM Cost Management Limited or such alternative replacement Long-Term Maintenance Plan.
- 26.10 The Body Corporate shall comply with all applicable duties and obligations it has under the Health and Safety Act with reasonable care, due diligence and skill including but not limited to:
- 26.10.1 ensuring as far as is reasonably practicable the health and safety of everybody who works or anybody who could be or is affected by work in the Unit Title Development and for implementing safe systems of work and providing adequate facilities for the welfare of any Contractors including monitoring the health of Contractors and conditions of the Unit Title Development so as to prevent injury or illness and ensuring the health and safety of Contractors; and
 - 26.10.2 ensuring the Common Property, and the means of entering and exiting the Common Property are without risks to the health and safety of any person; and
 - 26.10.3 ensuring that any plant, fixtures, fittings and structures which are used in the Common Property (and are under the control or management of the Body Corporate) are without risks to the health and safety of any person including provision, maintenance, safe use and handling of plant, substances and structures and providing Contractors with any necessary information, training, instruction or supervision to protect their health and safety.
- 26.11 The Body Corporate must establish and maintain a health and safety compliance manual in accordance with the Health and Safety Act for the Unit Title Development.
- 26.12 The Body Corporate must notify a Notifiable Event (as defined in the Health and Safety Act) to WorkSafe New Zealand as soon as possible after becoming aware that a Notifiable Event has occurred.
- 26.13 Any expenditure over \$25,000.00 plus GST (if any) not being expenditure which the Body Corporate is legally obliged or previously authorised to incur, must be referred to a general meeting.
- 27 Smoke-Free Environment**
- An Owner must not smoke or deposit cigarette butts in or on any part of the Common Property designated from time to time by the Body Corporate as a non-smoking area.
- 28 Costs**
- 28.1 Where any Owner is in breach of any of these Rules or any obligations arising out of the Act, the Regulations, the Health and Safety Act, or defaults on payment of any levy

struck by the Body Corporate or on any other payment due to the Body Corporate then that Owner shall be liable to the Body Corporate for all costs, penalties, charges, interest, secretarial, administrative or other charges including solicitor-client costs which the Body Corporate incurs either as a direct or incidental consequence of the Owner's default, described in these Rules (**Costs**) and for the purposes of this rule, the registered Owner of the Unit shall be liable for any breach of the type contemplated by this rule 28.1 by any invitee, licensee, tenant, or occupier of or to the Unit. For the purposes of this rule 28.1, reference to "Owners" includes all categories of persons.

- 28.2 Where the Body Corporate has incurred Costs and an Owner or agent of an Owner makes any payment whatsoever to the Body Corporate, then notwithstanding any purported direction by that person for the application of such payment, the Body Corporate may in its sole discretion apply that payment towards any outstanding levy or Costs.

29 Use of Gymnasium, Swimming Pool and Surrounding Areas

- 29.1 The gymnasium may only be used by an Owner at the times and on the conditions nominated from time to time by the Body Corporate or its Building Manager and may be closed at any time by the Building Manager or an agent authorised by the Body Corporate, due to unacceptable noise and behaviour by users of the gymnasium.
- 29.2 The swimming pool areas and gymnasium may only be used by an Owner during the hours from 6.00am to 8.00pm and on the conditions nominated from time to time by the Body Corporate or its Building Manager and may be closed at any time by the Building Manager or an agent authorised by the Body Corporate due to unacceptable noise and behaviour by users of the swimming pool area and gymnasium. Notwithstanding the above designated swimming pool opening hours the Building Manager may, from time to time, adjust the swimming pool opening hours and may close the swimming pool area and gymnasium for maintenance purposes.
- 29.3 Children under the age of 16 years must only use the gymnasium and swimming pool if supervised by an adult.
- 29.4 An Owner shall not without proper authority from the Body Corporate or the Building Manager operate, adjust or interfere with the operation of any equipment in the gymnasium or swimming pool or add any chemical (e.g. soap or body oil) to the swimming pool.
- 29.5 An Owner must ensure they use gymnasium equipment or facilities correctly according to their proper use and will be responsible for any damage to any gymnasium equipment or facilities caused by an Owner through the misuse or negligent use of the same.
- 29.6 An Owner must not be under the influence of drugs and/or alcohol whilst they are in the gymnasium or swimming pool areas and shall not bring drugs and/or alcohol into the gymnasium or swimming pool areas.
- 29.7 An Owner shall not without proper authority from the Body Corporate or the Building Manager remove any equipment from the gymnasium or swimming pool.
- 29.8 An Owner shall ensure that they: are not aware of a medical or other reason why they should not exercise; will not damage their health, safety or physical wellbeing by exercise; will exercise safely and will seek advice from a suitably qualified professional if necessary; will exercise in such a manner that will ensure their safety and the safety

16

of other Owners; and will comply with any signage or instructions placed in the gymnasium or swimming pool.

- 29.9 An Owner must not use the gymnasium or swimming pool if they are suffering from an infection of any sort or illness which is or may be contagious; an open wound; or where there is any other medical risk, however small, to other Owners.

30 Matters to be Directed to the Chairperson, Committee or Service Contractor

All notifications and requests for consideration of any particular matter is to be referred to the Chairperson, relevant Committee or relevant Service Contractor (as the case may be) as may be notified from time to time by the Body Corporate. An Owner shall not directly instruct any Service Contractor unless so authorised.

31 Building Manager

- 31.1 An Owner shall not interfere or obstruct the Building Manager from performing the Building Manager's duties or interfere with or obstruct the Building Manager from using any Unit, part of the Building including any part of the Common Property designated by the Body Corporate for use by the Building Manager.
- 31.2 The Building Manager or designated person must oversee trade work being carried out for or on behalf of the Body Corporate.
- 31.3 Only tradesmen and respective companies approved by the Body Corporate and/or Building Manager are to be granted access to the Building to carryout repairs to the Building including the Common Property.
- 31.4 Notwithstanding any other rule contained in these Rules, the Body Corporate may (at its option) lease a Unit or procure the use of a Unit from an Owner for use by the Building Manager to oversee and manage the overall management and running of the Building and observance of the Rules.

32 Contracting of Administrative Functions

Without limiting its powers or duties under the Act or the Regulations the Body Corporate may by ordinary resolution of the Body Corporate appoint a Service Contractor under a Service Contract for the purposes of providing administrative assistance to the Body Corporate, Chairperson and/or relevant Committee to carry out the functions of the Body Corporate, Chairperson and/or relevant Committee provided that such Service Contract shall be limited to the provision of administrative assistance only and shall not amount to a delegation of any duties and powers under the Act or Regulations and provided further that any such Service Contract shall be for a term of not more than four (4) years. For the avoidance of doubt a Service Contract may be renewed or extended by ordinary resolution of the Body Corporate.

33 Storage Locker

- 33.1 Each Unit will be allocated the use of a Storage Locker for exclusive use by the Unit Owner. Storage Lockers will be allocated to Units by the Body Corporate at the Body Corporate's sole discretion.

17

- 33.2 An Owner must not make any alterations to the existing storage lockers or construct a new storage locker on the Common Property or in the Unit Title Development.
- 33.3 An Owner must not keep or store rubbish, or any combustible or inflammable items in a Storage Locker.

34 Invalidity Saving

If it should be determined that a rule or rules contained in these Rules is or are invalid, void or unenforceable, all other provisions which are capable of separate enforcement without regard to an invalid, void or unenforceable provision are and will continue to be of full force and effect in accordance with their terms.

35 Allow Access

- 35.1 Without limiting the obligations and responsibilities of an Owner as set out in these Rules and the Act, each Owner must:

- 35.1.1 permit the Body Corporate (or its agents or Contractors) at any time on giving reasonable notice (except in the case of emergency when entry can be at any time) to enter into and upon their Unit (including the balcony and/or deck) with any tools, ladders, equipment, temporary structures and/or machinery that is necessary and to remain there for a reasonable time for any purpose including without limitation:

- 35.1.1.1 to access, repair, maintain, replace, repaint, redecorate, renew and keep clean any Building Elements, Infrastructure, Services, Common Property and exterior of the Building;

- 35.1.1.2 to access, inspect, repair, maintain, replace, repaint, redecorate, renew and keep clean any signs, chattels, fixtures and fittings including, but not limited to base plates, davit bases, davit arms, anchor points, abseil rails, access ladder brackets and other apparatus or systems used, or intended, adapted or designed for use, in connection with the Unit Title Development, any other Unit or with the Common Property or the enjoyment thereof;

- 35.1.1.3 to investigate the cause of and/or deactivating any security alarm, fire alarm or other loud noise generating device sounding in the Unit;

- 35.1.1.4 ensuring compliance with any easement, covenant, encumbrance or interest registered against the computer freehold register for the Land, the Unit and/or the supplementary record sheet;

- 35.1.2 not damage, deface, interfere or obstruct or permit any damage, defacement, interference or obstruction to any fixtures or fittings located in their Unit (including on their balcony or deck) or on the Common Property including but not limited to base plates, davit bases, davit arms, anchor points, abseil rails and access ladder brackets and must ensure that they can function in the manner they were designed to.