

## Notice of body corporate operational rules

Section 105, Unit Titles Act 2010

Applicant(s):

Unit Plan: [reference number]

Supplementary record sheet: [number]

### Notice

The body corporate for the unit title development created by the deposit of the above unit plan will be subject to the operational rules set out in the schedule of body corporate operational rules.

### Schedule of body corporate operational rules

**RULES FOR BODY CORPORATE NO. [ ] ( Otago Registry )**

1. The following rules are in addition to the operational rules set out in Schedule One of the Unit Titles Regulations 2011.

#### Use

2. An proprietor or occupier of a unit (in addition to the operational rules set out in Schedule One of the Unit Titles Regulations 2011) shall:
  - (a) not use or permit the unit or accessory unit to be used for any purpose which may be illegal or injurious to the reputation of the building or of the proprietors or occupiers of units or which may interfere with the peaceful enjoyment of another unit by the proprietor or occupier or which may interfere with the general management of the building;
  - (b) not make any alteration to any paved or sealed areas without first obtaining the consent in writing of the body corporate;
  - (c) observe and comply with the body corporate's mandate relating to the control, management, security, safety, care, operation, cleanliness and use of the unit and the building and the common property and the preservation of good order, safety, comfort and enjoyment for the buildings' occupants and visitors.
  - (d) may enter into any agreement with a management company or professional manager for the carrying out and management of all or any of the duties of the body corporate at such remuneration and upon such terms and conditions as the body corporate may approve;
  - (e) ensure that the building, the planting and the common areas are maintained and secured to a four star residential complex standard;

**Animals**

- (f) not keep any animal in their unit or on the common property.

**Television Aerials – Smoke Detectors**

- (g) not erect any outside radio or television aerials or antennae without the prior written consent of the body corporate.
- (h) install and maintain in working order at least one smoke detector in each unit, and at least three smoke detectors in the common areas.

**Signs**

- (i) not paint, affix or display any signs, advertisements, notices, posters, placards, banners or like matter to or on any part of the building or illuminate same nor do anything to vary the external appearance of their units, without the prior written consent of the body corporate and the body corporate shall not consent to any proposed sign, advertisement, notice, placard, banner or the like which overshadows the name or signage of the building or which might lead to the building being identified by a name other than the name of the building, provided always that:
    - (j) may, without the consent of the body corporate and either personally or through its servants and/or agents, paint, affix or display any signs, advertisements, notices, posters, placards or banners to or on any part of the building for the purposes of offering for sale any unit in the building; and
3. At all times while a Ramada franchise system appointed franchisee is a tenant within the building, such tenant may maintain the signage and access systems on or about the building as are installed and operational at the date of commencement of the lease between the proprietor and the Ramada franchise system appointed franchisee.

**Obstruction – Common Property**

4. A proprietor or occupier of a unit shall not obstruct any common property or otherwise use the same for any purpose other than reasonable ingress and egress to and from the units or accessory units.
5. A proprietor or occupier of a unit shall not obstruct nor deposit nor throw anything on any path, hall, stairway, corridor, lobby, entrance way or lift in the building nor injure or dirty any part thereof.

**Interior and Exterior Maintenance**

6. A proprietor or occupier of a unit shall be responsible for the interior maintenance and decoration of that unit, so that:
- (a) all windows are kept clean and if broken or cracked shall be promptly replaced by the proprietor or occupier of the unit at the expense of the proprietor or occupier with fresh glass of the same or better quality and weight and all window hardware maintained;
  - (b) no clothing bedding or other articles shall be hung on the windows or balconies or on the outside of the building;

- (c) curtains of such colour and design as shall be approved by the body corporate are hung. In giving such approval the body corporate shall ensure so far as practicable that the blinds present a uniform and orderly appearance when viewed outside the building;
  - (d) no planters, pots, containers or the like for the containment, growth, planting or display of plants are placed or positioned within one metre of the front rail of the deck of the unit (if any) that are greater than 40cm in height and other than sandstone in colour;
7. (a) no changes are made to the exterior colour and landscaping of their unit or to signs erected or painted on any part of the building or common property;
  - (a) no contractor or workman is employed for the purpose of repairing, or altering or making good any part of their unit or to any services rendered thereto, other than a contractor or workmen appointed or approved by the body corporate for such purposes or under the supervision and to the satisfaction of the body corporate which may specify conditions under which the work shall be carried out;
  8. A proprietor or occupier may nominate and employ tradesmen for the purpose of repairing or making good any part of their unit in an emergency. No such works may be completed outside the hours of 9am to 5pm, or on weekends or public holidays.
  9. Nothing in rules 6-9 shall prevent a proprietor or occupier from employing an interior decorator for the purpose only of decorating or redecorating the interior of their unit.

#### **Notice of Accidents, Defects, etc**

10. A proprietor or occupier of a unit shall give the body corporate prompt notice of any accident or damage to or defect in the building or the common property or the water pipes, gas pipes, electrical installations, air conditioning systems, security systems, lifts and other fittings, fixtures, services and systems of which the proprietor becomes aware.
11. The body corporate shall have authority by its agents to examine or make such repairs or renovations as the body corporate considers necessary for the safety and preservation of the building or, in any emergency, such repairs or renovations as the body corporate considers necessary.
12. The body corporate may recover the costs of repairs and renovations from a proprietor if the act or neglect of the proprietor necessitates the repairs or renovations.

#### **Cleanliness**

13. A proprietor or occupier of a unit shall take all practical steps to prevent infestation by vermin and/or insects.

#### **Water**

14. A proprietor or occupier of a unit shall not waste water and shall ensure that all water taps in its unit are promptly turned off after use.

#### **Blockage of Pipes**

15. The water closets, conveniences and other water apparatus, waste pipes and drains in the units and in the common property shall not be used for any other purpose other than those for which they were constructed, and no sweepings, rubbish or other unsuitable substance shall be deposited therein.

16. Any damage or blockage resulting to such water closets, conveniences and other water apparatus, waste pipes and drains from misuse or negligence of the same shall be borne by the proprietor of the relevant unit whether the same is caused by its own actions, or its servants, tenants or invitees.
17. The water closets conveniences and other water apparatus, including waste disposals and dishwashers shall be maintained by the proprietors or occupiers of the units which are served by these water apparatus.

#### **No Dangerous Substances**

18. A proprietor or occupier of a unit shall not:
  - (a) bring to, do or keep anything in its unit which shall increase the rate of fire insurance on the building or any property on the land or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the building or any property on the land or the regulations or ordinances of any Public Authority for the time being in force; or
  - (b) use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating the premises, nor in any way cause or increase a risk of fire or explosion in its unit.

#### **Carparking**

19. Accessory units for parking of cars shall be kept tidy and free of litter and shall not be used for storage of any kind, other than the areas allocated for storage upon the Deposited Plan detailing the units and accessory units.
20. No maintenance, cleaning or repair work other than minor maintenance work shall be carried out on any motor vehicle within a car parking area.

#### **Noise**

21. A proprietor or occupier of a unit shall not make or permit any objectionable noise in the building or upon the common property or interfere in any way with the peaceable enjoyment of other proprietors or occupiers of units or the common property or those having business with them or of any person lawfully using the common property.
22. All musical instruments, radios, stereo equipment, television sets and the like shall be controlled so that the sound arising therefrom shall be reasonable and not cause annoyance to the other proprietors or occupiers of units. In particular, no proprietor or occupier of a unit shall hold or permit to be held any social gathering in their unit in which there shall occur any noise which interferes with the reasonable peace and quietness of any other proprietor or occupier of a unit, at any time of day or night.
23. The volume of any musical instruments, radio or television receivers, stereo equipment or any other electronic device or medium operational within a unit shall be kept as low as possible at all times and they shall not be operated between the hours of 11.00 pm and 7.00 am in such a manner as to be audible in any other unit.
24. Notwithstanding rule 23, in the event of any Unreasonable Noise (as defined below) the body corporate may serve notice on the proprietor or occupier of a unit ("**Noise Control Notice**") requiring the proprietor or occupier to take all reasonable action to reduce the noise. On receipt of the Noise Control Notice the proprietor or occupier must promptly take all reasonable action to reduce the noise (both immediately and on a continuing basis) to a reasonable level. Such action may include (but without limitation) installation

of appropriate soundproofing (including double glazing where appropriate) to any affected walls, windows, doors, ceilings and/or floors within the unit (including common walls and floors).

25. Within five (5) working days of receipt of a Noise Control Notice from the body corporate the proprietor or occupier must provide the body corporate with notice in writing ("Proprietor/Occupier's Notice") which sets out the action the proprietor or occupier has or will be taking to ensure that the unreasonable noise does not continue.
26. For the purposes of rules 24 and 25, "Unreasonable Noise" means noise:
- (a) which exceeds 30 decibels at the head of the principal bed in any apartment in the residential/short term accommodation units situated in the building, anytime between the hours of 8.30 pm to 6.00 am; and
  - (b) which exceeds 40 decibels at the head of the principal bed in any apartment in the residential/short term accommodation units situated in the building, at all other times,

provided that the proprietor or occupier acknowledges that any noise related to construction or renovation of the premises within the building shall not be deemed unreasonable provided that the body corporate notifies the proprietor or occupier in advance of such noise and both parties agree on the times during which such construction or renovation occurs and the duration of such noise.

#### **Heavy Objects**

27. No proprietor or occupier of a unit shall:
- (a) bring into or install in or allow to be brought into or installed in the proprietors unit anything of such weight, nature or description as would impose or cause any stress or strain or weight likely to damage, weaken or cause movement or structural defect in the building; or
  - (b) drive, operate or use on the common property any vehicle or machinery of a weight or nature which is likely to cause damage to the common property.

#### **Ventilation and Security**

28. A proprietor or occupier shall at all times:
- (a) comply with the operating instructions in respect of any ventilation or security or other equipment installed in the unit or on the common property; and
  - (b) Securely fasten all doors and windows to its unit on all occasions when the unit is left unoccupied and the body corporate or building manager shall have the right to enter and fasten the same if left insecurely fastened.

#### **Fire Drills and Evacuation Procedures**

29. The body corporate shall have the right to require the proprietor or occupier of any unit to perform, from time to time, fire or disaster drills and observe all necessary and property emergency evacuation procedures and the proprietor or occupier and persons under the control of the proprietor or occupier shall co-operate with the body corporate in observing and performing such rules and procedures.

**Lifts**

30. A proprietor or occupier of a unit shall observe the terms of any notice or instructions displayed in the lift by authority of the body corporate or of any statutory authority and shall observe and comply with any notice or instructions of the manufacturer of the lift.

**Emergency Contact**

31. A proprietor or occupier of a unit shall advise the body corporate of the proprietor's private address and telephone number or if the proprietor is a corporation, then of the manager secretary or other responsible person employed by the proprietor and shall keep the body corporate promptly informed of any change of such address or telephone number.

**Sale of Unit**

32. A proprietor or occupier of a unit shall not permit access to the unit or the common property to any person or persons involved in or interested in the sale and purchase of the proprietor's unit other than by way of appointment and by escort of an appointed registered real estate agent, who shall have first obtained the written consent of the body corporate. In providing such consent, the body corporate shall specify and set down such rules of access as it shall deem fit to minimise the interference for the enjoyment of any other proprietor or occupier of their unit or common property.

**Relocation**

33. No movements to and from a unit or the common property of furniture and effects greater in volume than one (1) cubic metre shall be completed outside the hours of 9am to 5pm, on weekends or public holidays.

**Ramada**

34. The proprietors along with any occupiers of the units acknowledge that:
- (a) the Ramada Tenant/Franchisee (as defined in rule 35 below), who has the exclusive onsite letting rights for all units excepting the Retail/Commercial Units, will be allowed to attend all body corporate meetings, to contribute to proceedings but will not be entitled to a vote, unless it is an owner of an apartment or by virtue of any proxy;
  - (b) the body corporate irrevocably grants the Ramada Tenant/Franchisee the exclusive onsite letting rights for all units excepting the Retail/Commercial Units and shall not without the prior written consent of the Ramada Tenant/Franchisee, authorise or permit any person to, or its staff, or itself, to exercise the letting service rights or any letting service rights of the same or similar nature as that carried on by the Ramada Tenant/Franchisee, or license or grant restrictive or exclusive use of any part of the common property, other than that to the Ramada Tenant/Franchisee, for the purpose of allowing any person to exercise the letting service rights;
  - (c) the signage rights and position that have been allocated to the Ramada Tenant/Franchisee at the commencement of its trading are to remain, and not be restricted or imposed upon in any way by any other granting of signage rights to a third party in its place unless otherwise approved by the Ramada Tenant/Franchisee in writing excluding the Retail/Commercial Units who can use their own letting agent; and

- (d) the Ramada Tenant/Franchisee has proxy rights in relation to body corporate voting under its lease with the proprietors of all units excepting the Retail/Commercial Units, and the body corporate will not act in any manner as to make these rights void.
- 35. For the purposes of rule 34 the term "**Ramada Tenant/Franchisee**" means the franchisee who has been granted a franchise by The Ramada Apartment Group Limited to conduct the business of a Ramada franchise on the Property for all units excepting the Retail/Commercial Units and who shall also be the Tenant of all or a majority of the Units on the Property (excluding the commercial/retail units), and shall include the Ramada Tenant/Franchisee's permitted successors and assigns.
- 36. The proprietors along with any occupiers of the units acknowledge that any building manager of the building will be permitted to attend all body corporate meetings, to contribute to proceedings and review/discuss the building manager's report.

Date: [day, month, year]

Signature of applicant:

Before me:

Full name of witness:

Address of witness: