

# **THORNDON COURT BODY CORPORATE 62398**

## **OPERATIONAL RULES**

### **1. Interpretation of terms, and rules binding on owners, occupiers, employees, agents, invitees, licencees and tenants.**

- a) Terms defined in the Unit Titles Act 2010 ("Act") have the same meaning in these rules as they have in the Act, 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, licencees and tenants of all owners and occupiers of units in the unit title development.
- c) "Owner" has the same meaning in these rules as it has in the Act, and for the purposes of these rules it also includes occupiers of a unit in the unit title development and the employees, agents, invitees, licencees and tenants of all owners and occupiers of units in the unit title development, unless the context otherwise requires.

### **2. Interference and obstruction of common property** 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;
- c) Restrict any light or air in any unit or common property, or obstruct or cover any windows, sky lights, lights or other means of illumination of any common property.

### **3. Damage and obstruction to common property**

- a) An Owner of a unit must not damage or deface the common property and if so the owner of the unit is liable for the rectification or repair of such damage or defacement.
- b) An owner of a unit must not install or place anything on the common property or any area providing access to the land.
- c) The Body Corporate may remove anything installed or placed on the common property in breach of subclause 3(b) and recover the costs of removal from the Owner or other person who installed or placed such thing on the common property.

### **4. Use of facilities, assets and improvements within the common property**

- a) 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 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) Any part of the common property that is used as an entrance or accessway to the unit title development and any easement area giving access to the unit title development shall not be used by any Owner for any other purpose than for entering or leaving the unit title development.

## **5. Use of Principal Unit**

- a) An Owner shall not use or permit their Unit to be used for any purpose other than for residential accommodation. Should any Owner or Occupier wish to use their Unit for other uses, he or she shall obtain the written consent of the Body Corporate, provided always that the predominant use of such Unit remains residential accommodation. 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.
- b) An Owner or Occupier shall not use nor permit the use of their Unit for any purpose which may be illegal or injurious to the reputation of the Units or any of them or the Owners or Occupiers or any of them.
- c) An Owner or Occupier of a Unit must not use or permit the use of any Unit for the provision of paid sexual services.
- d) An Owner or Occupier shall not permit any auction or garage sale or similar activity to be conducted on or to take place in a Unit or on the Common Property in the Unit Titled Development.
- e) An Owner or Occupier shall not carry out any work which in any way alters the external appearance or decoration of the Unit or the Common Property, or any other Unit in the Unit Titled Development without the prior written consent of the Body Corporate.

## **6. Vehicle parking**

- a) The two visitor spaces between Units 6 and 7 are for visitors only.
- b) If a visitor is parking for more than 24 hours, they are to place a note on the windscreen advising the unit number they are staying in or the occupier must inform the current Body Corporate Chairperson. Failure to comply will result in cars being towed away.
- c) Owners who garages are in use for any reason must park on the street or occasionally close to their own garage, providing this is no way inconveniences other residents.
- d) An Owner of a unit must not park a vehicle or permit a vehicle to be parked on any other part of the common property unless the Body Corporate has designated it for vehicle parking or the Body Corporate has given prior written consent
- e) The Body Corporate may remove a vehicle from the unit title development that the Body Corporate considers is parked in such a manner that is in breach of this rule 6, at the expense of the owner of the vehicle concerned, and the Body Corporate shall not be liable for any resulting damage, loss or costs.

## **7. Aerials, satellite dishes and antennas**

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 or 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 and notices**

- a) An Owner of a unit must not affix, paint or display any signs, name plate, lettering or other mark or device ("signs") to or on any part of the outside of the Unit or on any part of the inside of the Unit which is visible from the outside without the prior written consent of the Body Corporate.
- b) An Owner of a Unit shall not erect any signs on the common property without the prior written consent of the Body Corporate.

## **9. Contractors**

An Owner of a unit who carries out any repair, maintenance, additions, alterations or other such work on a unit must ensure that any contractors or other such persons employed by the Owner cause minimum inconvenience to all other Owners and ensure that such work is carried out in a proper workman like manner.

## **10. Rubbish and pest control**

An Owner of a unit:

- a) Must not leave rubbish or recycling material on the common property.
- b) Are responsible for disposal of their own rubbish using approved Wellington City Council bins or bags and must dispose of domestic rubbish and recycling material promptly, hygienically and tidily using properly secured and sealed rubbish bags or bins.
- c) Rubbish and recycling bins shall not be visible to other Owners prior to the eve of the day of collection with the placement of rubbish preferred to be after 5.00 pm on the eve of the rubbish collection.
- d) Must not burn any rubbish anywhere on the common property or in any unit.
- e) Shall keep the unit free of any vermin, pests, rodents and insects.

## **11. Cleaning and repairs and maintenance**

- a) The Body Corporate is responsible for the care and maintenance of the driveway, courtyard, visitor's car park area and road frontages outside the fenced courtyards.
- b) Individual Owners are responsible for their own courtyards within the fences and are required to maintain these courtyards in a clean and tidy state at all times.
- c) Repairs and maintenance to individual units, including windows, and skylights (excluding leaking skylights) are the responsibility of individual owners and where adjoining units are affected, those adjoining owners.
- d) Repainting of the exterior walls, replacement or maintenance of the roof, leaking skylights are the responsibility of the Body Corporate.
- e) An Owner shall not deposit anything or throw any dust or beat any mat or carpet on or in common property or obstruct the use or enjoyment by other Owners or the common property.
- f) All units shall be kept clean and maintained in a manner appropriate to high quality residential accommodation.

## **12. Cleaning and replacing glass**

- a) An Owner or occupier of a unit must keep clean all glass contained in windows or doors of a unit, and replace any cracked or broken glass, windows or shutters as soon as possible with the same or better weight and quality.

## **13. Use of water services**

- a) All things required for the provision of water supply, drainage, wastewater and sewage services to units or common property and all things attached to and used in relation to such services, including but not limited to pipes, drains, taps, faucets, toilets, baths, showers, sinks, sink incinerators and dishwashers, must only be used for the purpose for which they were designed and constructed. 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) The supply of water in and water/waste out to each unit is the responsibility of the Body Corporate.
- c) An Owner of a unit shall not waste water unnecessarily and shall ensure that all taps in the unit are turned off after use.

## **14. Washing**

An Owner of a unit shall not hang any clothes, washing, bedding, towels or other items outside or from a unit, or outside or from any building contained within a unit, or on or from any deck or balcony where it would be visible from the road or courtyard.

## **15. Security and ventilation equipment**

An Owner of a unit shall comply at all times with the operating and maintenance instructions of any security, fire alarm and air conditioning or ventilation equipment in the unit.

## **16. Blinds/Curtains/Shutters/Awnings**

An owner of a unit shall not install external shutters or awnings without the prior written consent of the Body Corporate as to colour and design.

- a) An owner or occupier of a unit shall not hang curtains (visible from outside the unit) other than with neutral linings and ensure that only curtains are visible from the exterior of the building and that blinds, awnings and other coverings are inside the curtain and not visible from the exterior of the building. 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 outside the units. The owner shall as often as the need arises (in the opinion of the Body Corporate) replace at the proprietors own costs any curtains or blinds in the unit.

## **17. Noise, behavior and conduct**

An Owner of a unit 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.

## **18. Tenants**

Owners have a responsibility to ensure that they manage their properties to ensure that tenants do not interfere with the use and enjoyment of the unit title development by other Owners or residents.

- a) Should the Body Corporate determine that there has been a breach of the rules they will give written notice of the breach to the landlord Owner and ask that the problem be resolved by serving a 14 day notice under the Residential Tenancies Act 1986.

## **19. Pets**

- a) Unit Owner-occupiers are allowed a small pet only with the prior written authorisation of the Body Corporate committee. This written authorisation will require the Owner to agree that the pet may be required to be removed from the residence if it becomes a nuisance in the opinion of the Body Corporate Committee.
- b) Notwithstanding rule 19.a) any Owner of a unit 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.
- c) An Owner of any pet permitted under rule 19.a) or any dog permitted under rule 19.b) must ensure that any part of a unit or the common property that is soiled or damaged by the pet must promptly be cleaned or repaired at the cost of the Owner.
- d) Any pet determined to be a nuisance will be required to be removed from Thorndon Court within 21 calendar days of the body Corporate committee's decision. Nuisance can include, but is not limited to, noise, damage and other behaviours that may interrupt the private use and enjoyment of the other residents of Thorndon Court.

## **20. Security**

An Owner of a unit must:

- a) Keep the unit locked and all doors and windows closed and securely fastened at all times when the unit is vacant, and do all things reasonably necessary to protect the unit from fire, theft or damage.
- b) Take all reasonable steps to ensure 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 a registered proprietor, occupier or tenant of the unit to which the security card, security key or security code relates.
- c) Not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to common property.
- d) Notify the Body Corporate as soon as reasonably practicable if rules 20(b) or (c) are breached.

## **21. Moving and installing heavy objects**

- a)** An Owner of a unit 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, and any such damage caused or contributed to shall be paid for by the Owner responsible.
- b)** Owners moving into or out of a Thorndon Court will do so with minimal disruption to other residents and no damage to common areas. In the case of damage the Owners are held responsible for the damage and any costs occurred in rectifying damage caused.

## **22. Hazards, insurance and fire safety**

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

- a)** Increases the premium on or is in breach of any Body Corporate insurance policy for the unit title development; or
- 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; or
- c)** Creates a hazard of any kind; or
- d)** Affects the operation of fire safety devices and equipment or reduces the level of fire safety in the unit title development.

## **23. Emergency evacuation drills and procedures**

An Owner of a unit must cooperate with the Body Corporate during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures.

## **24. 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 of a unit 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 the damage or defect.

## **25. Leasing a unit**

An Owner of a unit must:

- a)** 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
- b)** For the purposes of the Act, provide the Body Corporate with written notice of the full name, landline phone number, cell phone number, email address, and address for service for the Owner, and, where applicable, for the Property Manager and for all tenants or occupants of the unit, and promptly notify the Body Corporate in writing of any changes to such details.

## **26. Smoking and Beverages**

- a)** All common areas including the car park are smoke free.
- b)** Unless the committee agrees to a temporary exemption, all common areas are alcohol free; alcohol is not to be consumed in these areas nor are glasses or open bottles containing alcohol to be carried through these areas.