

Operational Rules

Te Pā Tāhuna

Schedule of Body Corporate Operational Rules

Body Corporate Operational Rules for Body Corporate [TBC]

1 Application

- 1.1 These operational rules are binding on the Body Corporate and all registered owners, occupiers, and registered mortgagees in possession of a Unit in the Unit Title Development as well as their agents, employees, invitees, lessees, tenants, and licensees.
- 1.2 These operational rules have been created in order to provide mutual protection for all registered owners and occupiers within the Unit Title Development and to ensure cohesive and quality community can be created and fostered.

2 Interpretation

2.1 In these operational rules:

- (a) Terms defined in the Unit Titles Act 2010 (“**Act**”) and Unit Titles Regulations 2011 (“**Regulations**”) have the same meaning in these operational rules as they have in the Act and Regulations unless these operational rules or context require otherwise;
- (b) Headings are included for convenience and information only and do not form part of the operational rules;
- (c) References to the singular include references to the plural and vice versa and references to the male, female or neuter genders are references to the other genders; and
- (d) References to any action by the Body Corporate or an Owner include references to permitting, allowing, or causing that action.

2.2 The following words shall have the meanings set out below unless context requires otherwise:

- (a) “**Authority**” means every governmental, local, territorial, and statutory authority which has jurisdiction or authority over or in respect of the Unit and the Unit Title Development (as applicable);
- (b) “**Body Corporate**” means Body Corporate [TBC];
- (c) “**Body Corporate Manager**” means a person or company, engaged or otherwise appointed by the Body Corporate, contracted to perform body corporate management and secretarial services including some or all of those tasks set out in regulation 11(1) of the Regulations. If such a person is not so contracted, engaged or otherwise appointed, the Body Corporate shall be the Body Corporate Manager;
- (d) “**Building Manager**” means a person or company, engaged or otherwise appointed by the Body Corporate, contracted to perform building and property management services. If such a person or company is not so contracted, engaged or otherwise

appointed, the Body Corporate shall be the Building Manager;

- (e) **“Law”** means any act of Parliament, regulation, bylaw, order, code, licence, permit, approval, regulatory instrument or any other subordinate instrument, or any other legally binding direction or requirement;
- (f) **“Owner”** means the registered owner, occupier, or mortgagee in possession of a Unit in the Unit Title Development as well as their agents employees, invitees, lessees, tenants, and licensees;
- (g) **“Residential Visitor Accommodation”** has the meaning given to it in the Queenstown Lakes Proposed District Plan;
- (h) **“Unit”** means a principal unit or accessory unit together or separately as context requires; and
- (i) **“Unit Title Development”** means the Units and common property comprised in Deposited Plan [TBC] (Otago Registry) at Fryer Street, Queenstown.

3 Common Property

- 3.1 An Owner must not damage or deface the common property. The Body Corporate shall be entitled to recover from the Owner responsible the cost of repairing or cleaning any damage arising from a breach of this rule.
- 3.2 An Owner must not use the common property in such a manner as to interfere with the reasonable use or enjoyment of the common property or any Unit by other Owners.
- 3.3 An Owner must not alter or interfere with the common property or any facilities or assets of the Body Corporate that form part of the common property or that are designed for use in connection with the common property. The Body Corporate shall be entitled to recover from the Owner responsible the cost of repairing any damage arising from a breach of this rule.

4 Unit

- 4.1 An Owner must not use a Unit for any purpose that is illegal or that may be injurious to the reputation of the Body Corporate, the Unit Title Development, or other Owners.
- 4.2 An Owner must not use a Unit in such a manner as to interfere with the reasonable use or enjoyment of the common property or any other Unit by other Owners.
- 4.3 An Owner must not use an accessory unit for any purpose other than the purpose it was designed and constructed for.

5 Leasing

- 5.1 An Owner who leases or otherwise tenants or lets a Unit must:
 - (a) provide a full copy of these operational rules and any future amendments to the lessee, tenant or occupier of the Unit;
 - (b) advise the lessee, tenant or occupier they are bound by these operational rules, and they must comply with these operational rules and any future amendments; and

- (c) if required by the Body Corporate, provide the Body Corporate with the contact details (name, landline phone number, cell phone number, email address and address for service) for all lessees, tenants and occupiers, and any letting agent or property manager responsible for the Unit (if any), and promptly advise the Body Corporate of any changes to those details.

6 Carparking

- 6.1 An Owner must not park a car or other vehicle on the common property unless the Body Corporate has designated it for carparking or has given its prior written consent.
- 6.2 An Owner of an accessory unit which has been allocated for the purpose of parking motor vehicles ("**Carpark**") must:
 - (a) use the Carpark only for the purpose of parking motor vehicles;
 - (b) ensure that any motor vehicle parked in the Carpark is within the boundaries of the Carpark;
 - (c) not park more than one motor vehicle in any Carpark at a time;
 - (d) not place or erect any object or thing on any Carpark including any building, structure, equipment, signage, fixture, fitting or machinery, whether temporarily or permanently, other than a motor vehicle as permitted in this rule 6; and
 - (e) keep the Carpark free from rubbish and any oil, petrol or other spillage.
- 6.3 Carpark [insert] is designated as a common area disability carpark. Only persons displaying a current mobility parking permit shall be entitled to use the marked accessible carpark.
- 6.4 Carparks [insert] are designated as common area visitors' carparks for short-term parking of up to 2 hours.
- 6.5 The Body Corporate, Building Manager, or any enforcement agency engaged by the Body Corporate may issue enforcement notices, impose infringement fees, or remove any car or other vehicle that is improperly parked on the common property ("**Enforcement Action**"). Any costs associated with an Enforcement Action shall be borne by the owner of the vehicle or the Owner responsible at the Body Corporate's discretion. The Body Corporate shall not be liable for any damage, loss, or costs associated with the removal of an offending vehicle from the common property.

7 Obstruction

- 7.1 The common property and all access ways, footpaths, corridors, stairs, lifts, entrances and lobbies must be kept clear and free from obstructions and must not be used for any purpose other than reasonable ingress and egress to and from the Units.
- 7.2 An Owner must not restrict any light or air in a Unit or the common property or obstruct or cover any windows, skylights, lights, air conditioning vents, or other means of illuminating or ventilating the common property.

8 Noise and Conduct

- 8.1 An Owner must not make any noise, vibration, odour, or fume that may interfere with the reasonable use or enjoyment of the Unit Title Development by any other Owner, or carry out any activity that may cause a nuisance, annoyance, or disturbance to any other Owner.
- 8.2 All musical instruments, radios, stereos, televisions, computers and the like shall be controlled so that the sound arising from them is reasonable and does not cause annoyance to any other Owner, and they shall not be used or operated between 11pm and 7am the following day in such a manner as to be audible in any other Unit.
- 8.3 An Owner shall not hold social gatherings in the Unit at which there shall occur noise that interferes with the reasonable peace and quietness enjoyed by any other Owner at any time of day or night.
- 8.4 Any person entering or leaving the Unit Title Development between 11pm and 7am the following day must enter or leave the Unit Title Development quietly.
- 8.5 In the event of unavoidable noise in the Unit, an Owner must take all practical steps to minimise annoyance to other Owners by closing all of the doors, windows, and curtains in the Unit.
- 8.6 An Owner must not hold an auction or garage sale in a Unit or on the common property without the prior written consent of the Body Corporate.
- 8.7 An Owner must not smoke in any internal building area of the common property.

9 Cleaning

- 9.1 An Owner must ensure that the Unit is kept clean and tidy at all times and must keep the Unit free of vermin, pests, rodents and insects.

10 Dryers

- 10.1 An Owner must only use a condenser clothes dryer in a Unit.

11 Rubbish

- 11.1 An Owner must not permit rubbish or recycling material to accumulate on the common property. All rubbish and recycling material must be promptly, hygienically, and tidily disposed of in the bins designated for rubbish and recycling collection and removal. The Body Corporate shall be entitled to recover from the Owner responsible the cost of removing any rubbish or recycling material improperly disposed of.
- 11.2 An Owner must not throw or allow to fall any paper, rubbish, refuse, cigarette butts, or other substances or liquids whatsoever out of the windows or doors or from a balcony of a Unit or in any corridor, stair, lift, or from the roof. The Body Corporate shall be entitled to recover the cost of cleaning or repairing any damage resulting from a breach of this rule from the Owner responsible.

12 Animals

- 12.1 Subject to rule 12.2, an Owner must not keep any animal or pet in a Unit or on the common property without the prior written consent of the Body Corporate, such consent is to not be unreasonably withheld. Consent of the Body Corporate may be revoked upon written notice if the rights or interests of any other Owner are adversely affected by any animal or pet.
- 12.2 Notwithstanding rule 12.1, 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.
- 12.3 The Owner of an animal or pet that is permitted under these operational rules must ensure that any part of a Unit or the common property that is damaged or soiled by the animal or pet is promptly cleaned and repaired at the Owner's cost.

13 Security

- 13.1 An Owner must:
- (a) keep the Unit locked and all doors and windows securely fastened at all times when the Unit is not occupied and take all reasonable steps to protect the Unit from fire, theft or damage;
 - (b) take all reasonable steps to ensure that any security keys, cards or codes that give access to the Unit or the common property are not lost, destroyed or stolen; and
 - (c) give immediate notice to the Body Corporate if any key, card or code giving access to the Unit or the common property is lost, destroyed or stolen.
- 13.2 An Owner must comply with any directions issued by the Body Corporate in respect of the security of the Unit Title Development including, but not limited to:
- (a) the issue of security keys, cards or codes for accessing the common property or a Unit on conditions including the payment of a reasonable fee or deposit set by the Body Corporate from time to time; and
 - (b) the right to remove any non-resident from the Unit Title Development about whom a complaint is made or refuse admission to any person the Body Corporate considers is likely to create a nuisance.

14 Gardens and Landscaping

- 14.1 An Owner must keep and maintain any garden or ground forming part of the Unit in a neat and tidy condition at all times, free from noxious weeds and any grass well mown.
- 14.2 An Owner must not cut, trim, prune, damage or destroy any lawn, garden, tree, shrub, plant or flower on the common property or use any part of the common property as a private garden without the prior written consent of the Body Corporate.

15 Appearance

- 15.1 An Owner must not alter or interfere with the colour scheme or appearance of the exterior of a Unit or the common property without the prior written consent of the Body Corporate.

16 Aerials, Satellite Dishes and Antennae

- 16.1 An Owner must not erect, fix or place any aerial, satellite dish or antenna on or to the exterior of a Unit or the common property without the prior written consent of the Body Corporate.

17 Signs

- 17.1 An Owner must not erect, fix, place or paint any sign, including any real estate sign advertising a Unit for sale or lease, to any part of the common property or the exterior of a Unit without the prior written consent of the Body Corporate. Such consent may be subject to conditions.
- 17.2 Where a sign is allowed under rule 17.1, an Owner must comply with any conditions or other directions issued by the Body Corporate in respect of the location, size, colour and style of the sign and must maintain and keep the sign clean.

18 Blinds and Curtains

- 18.1 An Owner of a unit shall not hang internal curtains (visible from outside of the unit) other than with white linings and ensure that only curtains are visible from the exterior of the Unit and that blinds, awnings and other coverings are inside the curtain and not visible from the exterior of the Unit. The colour and design of all curtains and blinds must be approved by the Body Corporate. In giving such approval, the Body Corporate shall ensure as far as practicable that the curtains or blinds used in all Units present a uniform and orderly appearance when viewed from outside the Units. The Owners shall as often as the need shall arise (in the opinion of the Body Corporate) replace at the Owner's own cost any curtains or blinds in the Unit.

19 Washing

- 19.1 An Owner must not erect, fix or place a clothesline or other clothes drying apparatus on or to the exterior of a Unit or hang clothes, bedding, linen or other washing on or from the exterior of a Unit so as to be visible from any other Unit, the common property or from outside the Unit Title Development.

20 Windows

- 20.1 All glass in windows and doors in a Unit must be kept clean and if broken, cracked or otherwise damaged, must be promptly replaced with new materials of the same or better weight, quality, design and specification.
- 20.2 An Owner must not tint or cover any window with any film, aluminium foil, or other reflective material.

21 Floor Coverings

- 21.1 An Owner must ensure that all floor space in the Unit is covered or otherwise treated to an extent sufficient to prevent noise transmission from the Unit that is likely to disturb the enjoyment that could reasonably be expected by the Owner of another Unit.

22 Contractors

- 22.1 All Owners and the Body Corporate must ensure that any contractor or other worker employed or engaged to undertake work in the Unit Title Development causes minimum inconvenience to other Owners and carries out such work in a proper workmanlike manner.

22.2 An Owner must not employ or engage any contractor or other worker for the purpose of repairing or altering any building element or infrastructure in a Unit that relates to or serves more than one Unit unless that contractor or other worker has been appointed or approved by the Body Corporate and/or the work is carried out under the Body Corporate's supervision to the satisfaction of the Body Corporate subject to any conditions imposed by the Body Corporate.

22.3 An Owner must not give instructions to a contractor or other worker employed or engaged by the Body Corporate without the Body Corporate's express instructions.

23 Moving

23.1 Before any furniture or other heavy or large objects are moved into or out of the Unit Title Development, an Owner must give at least 24 hours' prior written notice to the Body Corporate and comply with all Body Corporate directions regarding the placement of protective screens, use of lift protection equipment, and appropriate time so as to limit inconvenience to other Owners. The Body Corporate shall be entitled to recover the cost of repairing any such damage from the Owner responsible.

24 Fire

24.1 An Owner must not light any fire, bonfire or incinerator on the common property or in any Unit unless it is in accordance with the Body Corporate's directions.

25 Hazards

25.1 An Owner must not bring onto, use, or store anything or undertake any activity on the common property or in any Unit that creates a hazard, is offensive, noxious, illegal, or dangerous in nature, increases the premium of or makes void or voidable any Body Corporate insurance policy, breaches any enactment or rule of law relating to fire, hazardous substances, or dangerous goods, or any requirements of a relevant Authority, or affects the operation of fire safety devices or equipment, or reduces the level of fire safety in the Unit Title Development.

25.2 An Owner must not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating a Unit, nor in any other way increase the risk of fire or explosion.

26 Heavy Objects

26.1 An Owner must not bring onto the common property or into any Unit any object or machinery of such weight, size or nature that it could cause damage, weakness, movement, or structural defect to any Unit or the common property without the prior consent of the Body Corporate. The Body Corporate may impose conditions on any consent granted under this rule. The Body Corporate shall recover from the Owner responsible the cost of repairing any damage caused by a heavy object.

27 Emergency and Evacuation Procedures

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

28 Notice of Damage and Defects

- 28.1 An Owner must give immediate notice to the Body Corporate of any damage or defect discovered in any part of the Unit Title Development. The Body Corporate shall be entitled to recover the cost of repairing any such damage or defect from the Owner who caused the damage or defect (if any).

29 Security, Ventilation and Fire Safety Equipment

- 29.1 An Owner must comply with the operating and maintenance instructions of any security, ventilation and fire safety equipment in a Unit or on the common property at all times.
- 29.2 An Owner of a Unit must not install a new or replacement air conditioning unit or heat pump in the Unit without the prior consent of the Body Corporate. Air-conditioning, heat pump units and gas bottles may not be visible from a street or pathway unless adequately screened.

30 Water Infrastructure

- 30.1 An Owner must not:
- (a) use any stormwater or wastewater facility, appliance, fittings, pipes, or drains including sinks, toilets, waste disposal units, washing machines and dishwashers ("**Water Infrastructure**") for any purpose other than the purpose they were designed and constructed for. The cost of repairing any damage or blockages caused by an Owner's misuse or negligent use of any Water Infrastructure shall be paid for by the Owner responsible; or
 - (b) use water unnecessarily, and shall ensure that all taps in the Unit or on the common property are promptly turned off after use.

31 Delivery Areas

- 31.1 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 designated for goods only, (together called a "**delivery area**"), must only be used:
- (a) by Owners of Units or anyone permitted by an Owner;
 - (b) for the purpose for which it was designed and constructed; and
 - (c) during certain hours set by the Body Corporate from time to time. Any delivery area in a Unit must only be used by the Owner of the Unit or anyone permitted by the Owner, and must only be used for the purpose for which it was designed and constructed.
- 31.2 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.

32 Requests

- 32.1 All requests for consideration under these operational rules shall be referred to the Body Corporate Manager or Building Manager in the first instance and not to the Body Corporate chairperson or a member of the Body Corporate committee (if any).

33 Restrictions on Use

- 33.1 An Owner of a Unit:

- (a) shall not use or permit the use of the Unit for the purposes of operation of a brothel or the provision of commercial sexual services or the operation of the business of prostitution within the meaning of those terms as contained in the Prostitution Reform Act 2003;
- (b) must not place any form of temporary structure or additional accommodation on the Unit, accessory unit or common property including sheds, tents or caravans;
- (c) must not permit usage or ongoing occupation over and above the number of occupiers that the Unit has reasonably been designed for use;
- (d) must use the designated mail collection areas;
- (e) shall ensure any landscaping within its Unit or accessory unit complies with all local council regulations;
- (f) must not lay additional pavers, concrete, decking or similar materials within its Unit or accessory unit;
- (g) must allow the existing landscaped planting zones to remain planted and shall not remove them; and
- (h) must not use or permit the unit to be used as short-term accommodation operated by Airbnb or other similar operators unless the Owner complies in all respects with the requirements in rule 34 below.

34 Residential Visitor Accommodation

- 34.1 The Owner acknowledges that, as at the date of registration of these rules, the Unit has been constructed to be compliant with the requirements of the Authority and relevant Laws relating to Residential Visitor Accommodation.
- 34.2 If the Owner wishes to utilise the Unit for Residential Visitor Accommodation, the Owner must comply, and ensure that the guests staying at the Unit comply, in all respects with these rules, all applicable Laws, and requirements of the relevant Authority including (without limitation), as at the date of registration of these rules, resource consent RM260533 and any variation of it.;
- 34.3 If, following the date of registration of these rules any amendment to these rules, any Laws, or relevant Authority requirements is made which results in the requirement for building or system improvements or modifications to be made to the Unit or the building in which the Unit is located to enable the use of the Unit for Residential Visitor Accommodation, any such

improvements are the responsibility (and at the cost of) the Owner(s) whose use triggers the requirement for upgrading.

35 Legal Compliance with Laws

- 35.1 An Owner shall comply in all respects with all Laws relating to the Unit and the Unit Title Development.
- 35.2 An Owner shall not permit the Unit to be used for any purpose other than those permitted under the current district plan and any applicable resource consent.

36 Breach of Rules

- 36.1 Where the Body Corporate expends money to make good any damage or loss caused by a breach of the Act, or of these rules by any Owner or the occupiers, guests, servants, employees, agents, invitees, tenants or licensees of the Owner or occupier of a Unit, or any of them, the Body Corporate shall be entitled to recover the amount so expended as a debt, in any action, in any court of competent jurisdiction, from the Owner of the Unit at the time when the breach occurred.

37 Maintenance to a High Standard

- 37.1 All Owners shall ensure that their Unit, property and improvements are always kept well maintained and in an attractive condition to ensure that the appearance of their Unit does not detract from the general standards established for the Unit Title Development.

38 Building work

- 38.1 For the purpose of managing the obligations of the Body Corporate relating to insurance, health and safety and building regulation compliance, an Owner must:
 - (a) prior to commencing any building work on its Unit or accessory unit ("**Building Work**"), provide to the Body Corporate for its approval a description of the scope of the Building Work, including plans or specifications if reasonably practicable to do so, together with one of the following:
 - (i) notice to the Body Corporate in writing that the proposed Building Work does not require a resource consent or building consent; or
 - (ii) notice to the Body Corporate in writing that the proposed Building Work requires a resource consent and/or building consent, as the case may be; and
 - (b) not commence such work until it has received the consent of the Body Corporate.
- 38.2 Prior to commencing any Building Work for which a resource consent and/or building consent is required, provide to the Body Corporate a copy of that resource consent and/or building consent, including any fire report or acoustic report produced in respect of that resource consent or building consent.
- 38.3 As soon as reasonably practicable following completion of Building Work for which a building consent is required, provide to the Body Corporate a copy of the certificate issued by the relevant Authority certifying that the Building Work complies with the building code.

- 38.4 Prior to commencing Building Work that materially affects any other Unit (not owned by the same Owner) or the common property, seek written consent of the Body Corporate to the Building Work (such consent not to be unreasonably withheld). In considering any conditions to its consent, the Body Corporate may take into account the views of other Owners.
- 38.5 The Body Corporate shall establish and maintain a register of all notices received by it and all notices or consents issued by it under this rule.
- 38.6 The Body Corporate undertakes to disclose to any subsequent or prospective purchaser of the Unit the existence of the Body Corporate register established and maintained under rule 38.5 and the consents given in respect of the Unit by the Body Corporate.
- 38.7 In considering any request from an Owner for consent to Building Work the Body Corporate shall be entitled to seek:
- (a) all relevant information reasonably necessary to assess the request before providing consent; and
 - (b) an indemnification or bond (in the case of material Building Work) from the Owner in favour of the Body Corporate for any loss or damage arising from or connected to the Building Work.
- 38.8 Notwithstanding rule 38.4 above, such consent is to be given as soon as reasonably practicable unless there is a reasonable basis for withholding consent and/or subject to any reasonable conditions that the Body Corporate, having regard to the scope of the proposed Building Work, deems appropriate.
- 38.9 An Owner must comply with the Body Corporate rules and procedures and all Laws relating to health and safety in the workplace when carrying out Building Work.
- 38.10 The Body Corporate may, from time to time, issue rules and procedures for applying for Body Corporate consent to Building Work.
- 38.11 For the avoidance of doubt, this rule 38 shall also apply to the exterior of the building, including the envelope, such as the roof, external wall, or balconies, and any building element that relates to or serves the common property.
- 38.12 In the event an Owner undertakes any Building Work without the required consent of the Body Corporate, the Body Corporate may take such action and/or require the offending Owner to take such actions as it considers necessary to protect other Owners from the adverse impact from such unauthorised work.