

BC 90202
VILLAGE GARDENS BODY CORPORATE
OPERATIONAL RULES

1. **Interpretation of terms and rules binding on owners, occupiers, employees, agents, invitees, licensees 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, licensees 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, licensees and tenants of all owners unless the context otherwise requires.
 - (d) "Body Corporate Manager" is the person appointed under a service agreement to administer the Body Corporate.
 - (e) "Designated" parking space means the areas of common property designated on the site plan.
2. **An owner of a unit must not:**
 - (a) Damage or deface the common property.
 - (b) Leave rubbish or recycling material on the Common property.
 - (c) Create noise likely to interfere with the use or enjoyment of the Unit Title development by other Owners.
 - (d) Park on the common property unless the Body Corporate has designated it for car parking, or the Body Corporate consents.
 - (e) 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.
3. **Rubbish**

An Owner of a Unit must dispose of rubbish in a hygienic and tidy manner.
4. **Use**

The Body Corporate, the Owner of a unit and any mortgagee in possession of a principal Unit, shall not:

 - 4.1 Use or permit the Unit to be used for any purpose other than those uses permitted under the current local District Plan or such other usage as may be approved by the Body Corporate, and shall comply or procure compliance with those requirements of the District Plan of the local authority corresponding to the permitted activity or such other activity as is approved by the Body Corporate, and is not in variance with the Unit Titles Act 2010.
 - 4.2 Use any Unit or the common property in such a manner as to unreasonably interfere with the use and enjoyment by other Owners and in particular shall not drive, operate or use or permit to be driven, operated or used on the common property any vehicle or machinery of weight or nature which is likely to cause damage to the common property and each Owner shall be responsible for any loss, damage or injury to such common property caused or contributed to by the use of such Owner of any vehicle or machinery and shall forthwith after any such damage or injury as aforesaid takes place, repair or cause such damage to be repaired at the Owner's own cost.

- 4.3 Use or permit the Unit to be used for any purpose which is illegal or which may be injurious to the reputation of the Body Corporate.
- 4.4 Allow any fire or incinerator to be ignited in or upon the Unit, the common property, or any part thereof unless in accordance with directions given by the Body Corporate from time to time.
- 4.5 Allow any rubbish or litter to accumulate on, in any Unit, or on the common property.
- 4.6 Dispose of refuse or waste anywhere except into bins or receptacles for removal either on the usual days by the local authority or by independent contractors, or when required to do so by the Body Corporate.
- 4.7 Make or permit any objectionable noise in the Body Corporate or on the common property or 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.
- 4.8 An Owner may not allow a unit to be owned or occupied by any person unless they are over the age of 55 years. This rule shall not be interpreted in such a way as to prevent an occupant from permitting guests to stay in the Unit (provided the guests comply with these rules) for an aggregate total in respect of all guests in every twelve month period of ninety one nights.

5. Vehicles

- 5.1 Car parking areas within the Body Corporate shall be kept tidy and free of all litter and shall not be used for storage of any kind. No maintenance or repair work other than washing, cleaning, grooming and minor maintenance work shall be carried out on any motor vehicle located therein.
- 5.2 An Owner shall not park or permit to be parked, any vehicle on the common property, except where specifically designated for that purpose, or interfere with or obstruct access to any Units.
- 5.3 Parking of any vehicle in an area designated for visitor parking shall be limited to four (4) hours on any one occasion after consultation with the Chairperson (or his Agent) of the Body Corporate shall be empowered to remove any vehicle if this time limit is exceeded. However, a casual visitor from outside the Hamilton City area, with a motor-home or vehicle is exempt from this Rule if the visit is considered occasional or short term stay of seven days or less.
- 5.4 The Body Corporate Manager, on the recommendation from the Chairperson of the Committee, may grant permission in writing for an Owner to park an additional vehicle which is not considered suitable to be parked in front of the garage to be parked in one of the common property car parks on a regular basis. All such vehicles must be removed prior to a function taking place in the Clubrooms, to allow parking by visitors attending the event.
- 5.5 No commercial vehicles may be parked in the "cul-de-sac" of any Unit unless it is a tradesperson or worker carrying out some specific service. The vehicle must not cause any obstruction to other Owners within that "cul-de-sac" area.
- 5.6 No vehicle may be driven on any part of the common property in a manner or speed which causes undue noise or inconvenience to any Owner and in any event the speed limit applying shall be 15 kph or such other limit as may be imposed by the Body Corporate.

6. Relation to management

- 6.1 All requests for consideration of any particular matter that is to be referred to the Committee or to the Body Corporate shall be directed to the Body Corporate Manager or the Chairperson. Owners shall not directly instruct any contractor or workman employed by the Body Corporate unless so authorised.
- 6.2 The Body Corporate Manager is deemed to be the Agent of the Body Corporate for the purpose of the management and administration of the rules, duties, powers and property of the Body Corporate.

7. Obstruction

- 7.1 The drives, paths and other accessways shall not be obstructed by any of the Owners, or used by them for any other purpose than the reasonable ingress and egress to their respective units. An Owner of a unit shall not obstruct, deposit or throw anything on any drive, path or entranceway.
- 7.2 The roads and car-parks are not to be used indiscriminately for games or for the riding of bicycles, scooters, skateboards or similar or for any ball games.

8. Cleanliness

- 8.1 An Owner of any Unit shall not throw rubbish, refuse, cigarette butts or liquids whatsoever out of the windows or doors. Any damage or costs for cleaning or repairs shall be borne by the Owner of the Unit concerned.
- 8.2 An Owner of any Unit shall not hang washing outside the premises unless on the clothesline erected for that purpose without the express written permission of the Body Corporate Committee.
- 8.3 The Body Corporate may be instructed by the Chairperson and Committee to clean all external surfaces and the common property in a proper and workmanlike manner. All costs in providing such cleaning services may be borne by the Owners having regard to the relative value of such work notwithstanding that the amount so apportioned may be greater or less than the Unit entitlement assigned to that Unit or Units, without the necessity of making any application pursuant to section 80 of the Unit Titles Act 2010, providing however that this rule shall be without prejudice to the rights of any Owner pursuant to that section.

9. Hazards, insurance and fire safety

- a. An Owner must not bring onto, use, store, or do, in a unit or any part of the common property anything that:
- i. increases the premium on or is in breach of any Body Corporate insurance policy for the unit title development;
 - ii. 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;
 - iii. creates a hazard of any kind; and
 - iv. affects the operation of fire safety devices and equipment or reduces the level of fire safety in the unit title development.
- b. An owner must advise the Body Corporate if the owners unit will be unoccupied for more than 60 consecutive days.

10. Clubrooms

The following conditions apply to the use of the Clubrooms:

- 10.1 The Clubrooms shall, subject to the other provisions of this clause be available for the use of all the Owners as a meeting room. It may be utilised as a reading room, for the playing of cards or other games commonly played indoors and as an area for the holding of gatherings of Owners.
- 10.2 The Clubrooms may be utilised as a venue for meetings of the Body Corporate or other Committees of the Body Corporate.
- 10.3 The Clubrooms may only be used by an Owner or their invitees, the Body Corporate Manager and any employee of the Body Corporate Manager and those entitled to use it shall only use it between the hours of 7.30 am and 11.00 pm. These time restrictions may be adjusted for special occasions upon application to the Body Corporate Committee.
- 10.4 Visitors shall only be permitted in the Clubrooms when accompanied and supervised by an Owner.

- 10.5 No one person shall be entitled to sole or exclusive use of any furniture or object placed in the Clubrooms except for a special reason and only with prior official permission.
- 10.6 An Owner in possession of a security key must not duplicate it or permit it to be duplicated and must take all reasonable steps to ensure that the security key is not lost or handed to any other person.
- 10.7 An Owner must notify the Body Corporate Committee promptly if a security key is lost or destroyed.
- 10.8 An Owner who is the last to leave the Clubrooms unoccupied, shall securely fasten/lock all doors and windows and ensure that all lights and electrical/gas appliances are turned off before departing.
- 10.9 The Clubrooms shall not be utilised for running, ball playing, noisy or hazardous activities and in particular, no Owner shall, nor permit their invitees to make any undue noise in or about the Clubrooms in such a manner as to disturb, irritate or annoy any other Owners.
- 10.10 All Owners shall ensure that they leave the Clubrooms clean and tidy at all times and do nothing to damage to the Clubrooms or the contents of the Clubrooms.
- 10.11 Every Owner shall have right to reserve the exclusive use of the Clubrooms for a function or special occasion. Without limiting the type of event, functions or special occasions would include birthday celebrations of family members, wedding anniversaries and the wedding of an Owner.
- 10.12 No Owner may reserve the Clubrooms for longer than two days on any one occasion and more frequently than three occasions in any one period of twelve months.
- 10.13 A written request for the reservation of the Clubrooms shall be made to the Chairperson. Details should include the Owner's name, the date and time the Clubrooms are required, the expected number of guests and the reason for the reservation. The request shall be delivered to the Chairperson at least 7 days prior to the date of the planned function or special occasion.
- 10.14 The Chairperson shall prioritise reservations for the Clubrooms by date of receipt by him and based on a first received, first allocated basis.
- 10.15 The Chairperson shall require the person making a reservation to pay such fee as has been determined by the Body Corporate.

11. Fire drills and evacuation procedures

The Body Corporate shall have the right to require an Owner, or those persons using the Clubrooms, to perform from time to time, fire or disaster drills and observe all necessary and proper emergency evacuation procedures and the Owner shall co-operate with the Body Corporate in observing and performing such rules and procedures.

12. Special rules for accessory units and the common property

- 12.1 The Body Corporate may make rules relating to the accessory units and the common property and the same shall be observed by the Owner of the unit.
- 12.2 The duties and obligations imposed by these rules on Owners or Occupiers of any unit shall be observed by that Owner.

13. Recovery of funds expended to rectify breach

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, the Body Corporate shall be entitled to recover the amount as a debt to any action in any Court of competent jurisdiction from the Owner of the Unit at the time when the breach occurred.

14. Pets

- 14.1 An Owner may not keep any animals, pets, or birds (caged or otherwise) in the Unit or on common property without the prior written consent of the Chairperson and committee of the Body Corporate.
- 14.2 Notwithstanding rule 14.1 an Owner of any unit may keep one cat only provided that it does not unreasonably interfere with the quiet enjoyment of the other Owners.
- 14.3 No dogs are permitted to be kept in any unit or allowed to use the common property.
- 14.4 Notwithstanding rule 14.1, 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 dog onto the common property.
- 14.5 The Owner of any animal or pet permitted under rule 14.1 or any dog permitted under rule 14.4 must ensure that any part of a unit or the common property that is soiled or damaged by the animal, pet or dog must be promptly cleaned or repaired at the cost of that Owner.

15. Unit/common property - maintenance of grounds

- 15.1 The lawns/edges/gardens/grounds of a Unit and the common property including the Rototuna Road frontage of Village Gardens are to be kept in a neat and tidy condition at all times.
- 15.2 Where there has been a contract arranged with the Owners or through the Body Corporate, or with another third party to carry out part or all of this work, it is envisaged that the aesthetic qualities and general visual appearance of the unit property is deemed to be of paramount importance in the performance of these duties.
- 15.3 The mowing of the lawns is to be carried out at least once a fortnight and more regularly if the circumstances require it and the concrete/paved or other material edges shall be trimmed or mowed on every other occasion when the lawns are mowed, or more regularly if required. Only extreme inclement weather or ground conditions should cause this recommended schedule to be altered or changed.

16. Structures/television aerials/satellite dish/internet connection/Ultrafast broadband

- 16.1 No Owner shall install without the written permission of the Body Corporate, any fencing, permanent or otherwise, pergolas or similar structures, letterboxes, paved areas, paving or metal chip type pathways of any kind, new gardens, or plant any tree, or shrub in the lawn mowing areas without an approved concrete mowing strip being installed as required.
- 16.2 Subject to Rule 16.1, no work is to take place until prior consultation and agreement has been reached between the Owner, so to avoid conflict of interest occurring because of any potential problems in the mowing of the lawns and carrying out of general garden and grounds maintenance.
- 16.3 No television aerial, satellite dish or similar structure is to be installed without prior consultation with the Body Corporate as location is restricted to maintain the aesthetic visual qualities of the Village.
- 16.4 No owner shall install Ultrafast broadband without the written permission of the Body Corporate.

17. Signage

- 17.1 No "For Sale" signs or advertising boards of any kind shall be erected without the prior consent of the Chairperson and Owners Committee. Such approval may be withdrawn at any time.
- 17.2 If any signage is erected in breach of rule 17.1 it shall be removed forthwith as directed by the Body Corporate Manager or person/s acting on the manager's behalf.