

OPERATIONAL RULES

Operational Rules of Body Corporate Number 90272(South Auckland Registry)

SEACREST RESIDENTIAL RESORT

These Rules are to be read in conjunction with the Rules prescribed in the Unit Titles Act 2010 and Regulations 2011.

These Body Corporate Operational Rules are the Rules which relate to the day-to-day operation of Seacrest Resort.

1. DEFINITIONS AND INTERPRETATION:

1.1 Definitions

In these Rules unless the context otherwise requires:-they shall not substitute for full definitions in the Act

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

"**Body Corporate**" means ***a Body Corporate of a unit title development created. Under Section 75 of the Act on the deposit of a unit titles plan. ****

"**Buildings**" means the buildings on the land.

"**Committee**" means the Committee from time to time appointed by the Body Corporate.

"**Common Property**" means the common property shown on the Stage Unit Plan.-
Further detailed in Section 5 of the Act *

"**Land**" means the land, which is the subject of the Unit Plan.-***within the meaning of The Land Transfer Act 1952. ****

"**Letting Service Business**" means the business of letting Units, together with the provision of the services incidental to that business, including without limitation:

- (a) advertising and promotion.
- (b) offering Units for letting as serviced apartments.
- (c) entering into agreements with travel agents, tourist agencies and others.
- (d) negotiating with persons to occupy or use Units for reward.
- (e) terminating any agreement or arrangement for occupation or use of the Units.
- (f) collecting fees and other moneys payable for occupation and use of the Units.
And.
- (g) instituting proceedings for recovery of possession of the Units or any fees or money payable for occupation or use of the Units.

"**Management Contract**" means any agreement in relation to the management, control and administration of the Buildings ***and Common Property**** entered into by the Body Corporate.

"**Manager**" means any manager appointed under a Management Contract from time to ***Time.- ****

"**Owner**" means a person registered as ***an*** Owner of a stratum estate in a Unit on the Unit Plan. Further details in section 5 of the Act.

"Occupier" means a person leasing or renting a unit from an owner. *

"**Rules**" means these rules and amendments made to them from time to time.

"Secretary" means a Body Corporate Secretary appointed by annual agreement. Renewable at each Annual General Meeting of the Body Corporate. *

"Unit Plan" means the Unit Plan number 90272 (South Auckland Registry)

"Unit" means a principal unit on the Unit Plan and:

- (a) unless the context otherwise requires, includes all accessory units attached to that unit.
- (b) in relation to any Owner or occupier means the Unit owned or occupied by that Owner or occupier. ***additional interpretation detailed in section 5 of the Act.*** *

1.2 Interpretation

- (a) Words importing one gender include the other genders
- (b) Words importing the singular or plural include the plural and singular, respectively.
- (c) 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. Powers and Duties of the Body Corporate

The Body Corporate may:

- 2.1 enter into any agreement with an Owner, or an occupier of any Unit, for the provision of the amenities or services by it.
- 2.2 enter into any agreement with a Manager (whether or not incorporated) for the carrying out and management of the duties ***as assigned by*** the Body Corporate at such remuneration and upon such terms and conditions as it may approve provided that any such agreement shall be on current market terms and conditions.
- 2.3 enter into any agreement with a secretary (whether or not incorporated) annually renewable by vote at an annual General Meeting. The agreement shall be for the conducting of such duties assigned by the Body Corporate and approved by resolution at each Annual General Meeting. (Refer Rule 8.2)
- 2.4 settle and approve schemes for the exterior colour and landscaping of the Units and Common Property and for signs to be erected or painted on the Units or on any part of the buildings or common Property.

3 Use

An Owner or occupier of any Unit shall not:

- 3.1 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.
- 3.2 Use any Unit or the Common Property in such a manner as to unreasonably interfere with the use and enjoyment thereof by the other Owners, lessees, or occupiers 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 a 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 by such Owner, or the Unit Owner's lessee, occupier, employee, agent, sub-tenant, contractor, guest, invitee, or customer of the 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;

- 3.3 Use or permit the Unit to be used for any purpose which is illegal, or which may be injurious to the reputation of the buildings.
- 3.4 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.
- 3.5 Allow any rubbish or litter to accumulate on or in any Unit or on the Common Property, not 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, when required to do so by the Body Corporate.
- 3.6 Make or permit any objectionable noise in the buildings or on the Common Property nor interfere in any way with the peaceful enjoyment of other Unit Owners or those having business with them or any person lawfully using the Common Property.
- 3.7 Not interfere with or obstruct any Manager from performing the Manager's duties nor interfere with or obstruct the Manager from using any part of the Common Property which is made available to the Manager by the Body Corporate for the purpose of conducting the Letting Service Business or any Unit used by the Manager for that purpose.
- 3.8 Not to bring onto or allow to remain on the common property or the Unit any caravan, trade vehicle (unless garaged) or garden shed without the consent of the Body Corporate.
- 3.9 Make any additions or structural alterations to the Unit or in any way alter the elevation or external appearance of the Unit without the prior consent in writing, of the Body Corporate such consent not to be unreasonably or arbitrarily withheld;
- 3.10 Erect any fence without first obtaining the consent in writing of the Body Corporate to the type of fence to be erected, nor paint or stain any fence or any existing fence, including any external fence which forms part of the common Area, without first obtaining the consent in writing of the Body Corporate.
- 3.11 Make any alteration to the colour scheme or appearance of the exterior of the Unit or the Common Area without the consent of the Body Corporate;
- 3.12 Make any alteration to any paved or sealed areas without first obtaining the consent in writing of the Body Corporate;
- 3.13 Not make any alterations to any protected tree located on the land;
- 3.14 Comply in all respects with all legal requirements for the time being in force so far as they Relate to any protected trees located on the land.

4. Vehicles

- 4.1 Carparking 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 minor maintenance work shall be carried out on any motor vehicle located therein.
- 4.2 An Owner or occupier or their invitees shall not park or stand, or permit to be parked or stood, any vehicle upon Common Property, except where specifically designated for that purpose, or interfere with or obstruct access to the Buildings or any Units by other Unit Owners or their lessees, licensees, employees, agents, contractors, or invitees.
- 4.3 Parking any vehicle in an area or space designated for visitor parking shall be limited to three (3) hours on any one occasion and the Body Corporate shall be empowered to remove any vehicle if this time limit is exceeded.
- 4.4 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 to the Common Property shall be 20kph or such other limit as may be imposed by the Body Corporate and notified to the Owners.

5. Relation to Management

- 5.1 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 Secretary and not to the chairman or members of the Committee. Owners or occupiers of Units shall not directly instruct any contractor or workmen employed by the Body Corporate unless so authorised.
- 5.2 The Secretary of the Body Corporate 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.

6. Obstruction

- 6.1 The drives, paths, and other access ways on the land shall not be obstructed by any of the Owners or occupiers of Units or used by them for any other purpose than the reasonable ingress and egress, to and from their respective Units. An Owner or occupier of a Unit shall not obstruct, nor deposit nor throw anything on any drive, path, lift or entranceway nor injure or dirty any part thereof.

7 Cleanliness

- 7.1 An Owner or occupier of any Unit shall not throw, or allow to fall, or permit, or suffer to be thrown or fall, any paper rubbish, refuse, cigarette butts or any other substances or liquids whatsoever out of the windows or door. Any damage or costs for cleaning or repairs caused by breach thereof shall be borne by the Owner or occupier of the Unit concerned.
- 7.2 An Owner or occupier of any Unit shall not hang washing outside premises other than on the Clothesline erected on any accessory Unit for that purpose unless express written permission has been obtained from the Body Corporate.
- 7.3 The Body Corporate and the **Manager** shall use their best endeavours to cause all external surfaces and the common property to be cleaned 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.

8. No Dangerous Substances

- 8.1 An Owner or occupier of any Unit shall not bring to, do, or keep anything in a Unit which shall increase the rate of fire insurance on the buildings or any property on the land or which may conflict with the laws or regulations relating to fires or the terms of any insurance policy upon the buildings or any property on the land or the regulations or ordinances or any public authority for the time being in force.

9 Gardens and Grounds

- 9.1 The Manager shall keep all grassed areas well mowed (,including all grassed areas forming part of any unit). and carry out general garden & ground maintenance including operating any irrigation system; weeding; pruning; cleaning up leaves & debris – within the Common Property. If requested the Manager may assist a Unit owner in garden & ground maintenance within that owner's property.

10 Swimming Pool

The following Conditions apply to use of the swimming pool.

- 10.1 The swimming pool areas may only be used by an Owner or occupier of any Unit and their invitees, or any other person entitled to use it between the hours nominated from time to time by the Body corporate.
- 10.2 Children under the age of 12 years may use the pool only if accompanied and supervised by an adult. "Adult" being a responsible person over 18 years of Age.
- 10.3 Running, ball playing, noisy or hazardous activities are not permitted in the swimming pool area.
- 10.4 The Committee of the Body Corporate may make Rules and regulations relating to the swimming pool area.
- 10.5 The Manager or the Committee has the right to require any owner, occupier, or invitee to leave the swimming pool in the event that Rule 10 is not complied with.
- 10.6 No Owner or occupier shall without proper authority from the Committee operate, adjust, or interfere with the operation of any equipment associated with the swimming pool.
- 10.7 The costs of and incidental to the maintenance of the swimming pool shall be contributed to by the Owners in proportion to their Unit Entitlements.

11 Special Rules for Accessory Units and the Common Property

- 11.1 The Body Corporate may make Rules relating to the accessory Units and the Common Property and the same shall be observed by the Owner or occupier of the Unit.
- 11.2 The duties and obligations imposed by these Rules on Owners or occupiers of any Unit shall be observed not only by that Owner or occupier but also by the guests, servants, employees, agents, invitees, licensees and tenants of such Owner or occupier.

12. Security

- 12.1 If the Committee restricts the access of any Owner or occupier of any Unit to any part of the Common Property for security purposes the Committee may make available to the Owner free of charge the number of security keys which the Committee considers necessary. The Committee may charge a reasonable fee for any additional security key required by an Owner.
- 12.2 An Owner must exercise a high degree of caution and responsibility in making a security key available for use by an occupier of a Unit and must take all reasonable steps to ensure return of the security key to the Owner or the Committee upon the termination of the occupier's occupation.
- 12.3 An Owner in possession of a security key must not duplicate or permit the security key to be duplicated and must take all reasonable steps to ensure that the security key is not lost or handed to any person other than another Owner and is not disposed of otherwise than by returning it to the Owner or Committee.
- 12.4 An Owner must promptly notify the Committee if a security key is lost, stolen, or destroyed.
- 12.5 The Owner or occupier of any Unit shall at all times comply with the operating instructions in respect of any security equipment installed in the Unit.

13 Fire Drills and Evacuation Procedures

- 13.1 The Body Corporate shall have the right to require the Owner or occupier of any Unit to perform, from time to time, fire or disaster drills and observe all necessary and proper emergency evacuation procedures and the Owner or occupier and persons under the control of the Owner or occupier shall co-operate with the Body Corporate in observing and performing such Rules and procedures.

14 Animals

- 14.1 An Owner or Occupier is not permitted to bring or keep any animal in any unit or on the common property.
- 14.2 Notwithstanding rule 14(a) an 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
- 14.3 The Owner of any dog permitted under 14(b) that any part of a unit or the common property that is damaged by the dog must promptly be cleaned or repaired at the cost of the Owner.

15 Signage

- 15.1 No signs or advertising boards shall be erected without the prior consent of the Committee of the Body Corporate, (or if there is no Committee of the Body Corporate), such approval to be given at the absolute discretion of the Body Corporate, as the case may be.

16 Tenants

An owner who rents or leases his/her unit must:

- 16.1 Annex to any tenancy agreement, lease or license pertaining to the Unit a copy of the Body Corporate Operational Rules and of the Unit Titles Act 2010.
- 16.2 Include in any tenancy agreement, lease, or license of the Unit such terms as may be necessary to enable the Body Corporate to comply with its powers and duties under these Rules and the Unit Titles Act 2010.
- 16.3 Provide a copy of the tenancy agreement to the Body Corporate Secretary; and
- 16.4 Ensure the observance and compliance by any tenant, lessee, licensee, or invitee with the Rules and of the provisions of the Act and obtain from any such tenant, lessee, or licensee a guarantee of personal liability in the event of default or neglect of the Rules or of the provisions of the Act.

17. Holidays/Short Term Rentals

- 17.1 An owner who leases/rents his/her unit for any short-term period shall notify the Manager of the duration of the rental and the number of persons occupying the Unit.