



PRC

15 NUGENT APARTMENTS

PRE-PURCHASE DISCLOSURE




2025

+64-9-3599330

www.15nugent.com

15 Nugent Street, Grafton Auckland
New Zealand



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Pre-Sale Disclosure Statement

Pre-contract disclosure statement for purchases off-the-plans

Section 146, Unit Titles Act 2010

Unit number:	The Principal Unit number and accessory unit(s) number(s) are not yet known. The attached Schedule Of Units describes the currently allocated principal and accessory units numbers for the Development and provides information about unit numbers to the extent that these are capable of being provided. This pre-contract disclosure statement is given for all units contained in the Schedule of Units.
Unit Plan:	A copy of the Scheme Plan and the deposited plan number is not yet known. The agreement for sale and purchase provided by the vendor will include the draft scheme plan.
Body Corporate number:	"15 Nugent" being the development at 15 Nugent Street, Auckland (Body Corporate number to be advised)

Pre-contract disclosure statement for purchases off-the-plans

- 4 This pre-contract disclosure statement is provided to prospective buyers of the property in accordance with Section 146(1) of the Unit Titles Act 2010 and relates to an "off-the-plan" unit in a unit title development.

Financial information

- 2 The summary of the draft financial budget for the unit title development is **attached**.
- 3 The estimated cost for operating the body corporate in an average 12 months is contained in the draft budget to the extent that it is capable of being provided.
- 4 The estimate of the proposed ownership interest for the unit is:

Set out in the attached Schedule Of Units based on an estimated sales value for each unit.

- 5 The estimate of the proposed utility interest for the unit is:

The same as the ownership interest set out in the **attached** Schedule of Units based on an estimated sales value for each unit.

Governance information

6 Select the statement that applies:

☒

A draft of the body corporate operational rules is **attached**.

☐

~~A draft of the body corporate operational rules is not attached, because they have not been drafted yet.~~

7. The body corporate has entered into or proposes to enter into the following service contracts that will continue in force after the unit purchase is settled:

Refer to the **attached** Budget and list below which identifies the potential service contracts and discloses the position to the extent it is capable of being provided. The contracts have not yet been entered into and the identity of the service contractor, the length of the service contract, the other terms including the amount payable will not be confirmed until the development is closer to being completed.

- A. Electricity - common area electricity supply
- B. Communication lines – fire brigade monitoring and other alarm contractors
- C. Rubbish removal – Rubbish room in basement 1 to drop rubbish.
- D. Building warrant of fitness – Initial set up and annual issue of the BWOF
- E. Fire protection testing – testing servicing and IQP for full sprinkler protection system
- F. Fire evacuation scheme – initial set up of fire evacuation scheme or procedure and ongoing trial evacuations
- G. Servicing of mechanical ventilation – servicing and IQP
- H. Servicing of automatic door systems – servicing and IQP for access-controlled doors
- I. Cleaning common area – ongoing service
- J. Anchor points – Inspection of abseil safety systems
- K. Gardens/lawns – maintenance of common area and gardens
- L. Lift maintenance - maintenance and IQP
- M. Building manager – building management
- N. Administration – body corporate management
- O. Roller grilles – maintenance
- P. Insurance – body corporate insurance
- Q. Valuation fee – valuation for body corporate insurances annually
- R. Water and wastewater – common area water
- S. Utility billing services – set up and meter reading for water
- T. Plumbing and Electrical - servicing
- U. Temporary airspace licences – where required
- V. Loading zone licences – where required and compliant with body corporate rules

General information

8. The following section contains a brief explanation of important matters relevant to the purchase of a unit in a unit title development. You should read and understand the information contained in this section and this statement before signing a contract to buy a unit in a unit title development.

Further information on buying, selling a unit and living in a unit title development can be obtained by:

- reading the publication “Short guide to unit titles”, which is available on the Unit Title Services website: unittitles.govt.nz

- contacting the Ministry of Business, Innovation & Employment service centre: 0800 UNIT TITLES (0800 864 884)

You are strongly advised to obtain independent legal advice regarding any questions or concerns you have about purchasing a unit or your prospective rights and obligations as a member of a body corporate.

Unit title property ownership. Unit titles are a common form of multi-unit property ownership. They allow owners to privately own an area of land or part of a building and share common property with other unit owners. Unit title developments may also be structured in varied ways including staged unit title developments and layered unit title developments.

This combination of individual and shared ownership of land and buildings, often in an intensive built environment, means owning a unit title involves a different set of rights and responsibilities than traditional house and land ownership.

Unit title developments have a body corporate management structure to ensure decisions affecting the development can be made jointly by the unit owners. The creation and management of unit title developments is governed by the Unit Titles Act 2010 and supporting regulations.

Unit plan. Every unit title development has a unit plan, which shows the location of the principal units as well as any accessory units and common property in the development. The unit plan is the formal record of all of the boundaries of the units, and the common property.

Ownership and utility interests. Each unit is allocated an ownership interest and a utility interest and such interests are relevant to the determination of many of the unit owner's rights and responsibilities under the Unit Titles Act 2010.

Ownership interest is a number that reflects the relative value of each unit to the other units in the development, and is used to determine a range of matters including the unit owners' beneficial share in the common property, and share in the underlying land if the unit plan is cancelled.

By default, the utility interest of a unit is the same as the ownership interest (unless it is otherwise specified on the deposit of the unit plan or subsequently changed), and is used to calculate how much each owner contributes to the operational costs of the body corporate.

Body corporate operational rules. The body corporate for a unit title development can make its own operational rules on the use of the development, and governance of the body corporate. These operational rules are subject to the provisions of the Unit Titles Act 2010 and regulations made under that Act.

All unit owners, occupiers, tenants and the body corporate must follow the body corporate operational rules that apply to their unit title development.

Pre-settlement disclosure statement. Before settlement of the sale of a unit, the seller must provide a pre-settlement disclosure statement to the purchaser, which includes information on:

- the unit number and body corporate number

- the amount of the contribution levied by the body corporate for that unit
- the period covered by the contribution
- how the levy is to be paid
- the date on or before which the levy must be paid
- whether any amount of the levy is currently unpaid and, if so, how much
- whether legal proceedings have commenced in respect of any unpaid levy
- whether any metered charges (eg, for water) are unpaid and, if so, how much
- whether any costs relating to repairs to building elements or infrastructure contained in the unit are unpaid and, if so, how much
- the rate of interest accruing on any unpaid amounts
- whether there are any legal proceedings pending against the body corporate
- whether there are any legal proceedings initiated by the body corporate or intended to be initiated by the body corporate
- whether there is any written claim by the body corporate against a third party that has not been resolved
- whether there have been any changes to the body corporate rules since the pre-contract disclosure statement was provided.
- the name and contact details of the body corporate manager if there is one
- a summary of the insurance cover the body corporate maintains for the unit title development, including the insurer's name and contact details, the type and amount of cover, the premium and excess payable, exclusions and a statement of where the insurance policy can be viewed.

There are legal consequences on the seller for failing to provide the pre-settlement disclosure in the timeframes required by the Unit Titles Act 2010 including delay of settlement and cancellation of the contract.

Records of title. Previously known as a computer register or certificate of title, for a unit title development this document records the ownership of a unit, contains a legal description of the unit boundaries and records any legal interest which is registered against the title to the unit (for example a mortgage or easement). A copy of the record of title for a unit should come with:

- the unit plan attached. Unit title plans were discussed earlier in this section.
- a supplementary record sheet attached. A supplementary record sheet records the ownership of the common property, any legal interests registered against the common

property or base land, and other information such as the address for service of the body corporate and the body corporate operational rules.

The common property in a unit title development does not have a record of title.

Land Information Memorandum. A land information memorandum (LIM) is a report which provides information held by the local council about a particular property. You must order and pay for a LIM from the applicable local council. Delivery times vary between councils. The information contained in a LIM will vary between councils, but is likely to include details on:

- rates information
- information on private and public stormwater and sewerage drains
- any consents, notices, orders or requisitions affecting the land or buildings
- District Plan classifications that relate to the land or buildings
- any special feature of the land the local council knows about including the downhill movement, gradual sinking or wearing away of any land, the falling of rock or earth, flooding of any type and possible contamination or hazardous substances
- any other information the local council deems relevant

Full details of what a local council is obliged to provide in a LIM is contained in section 44A of the Local Government Official Information and Meetings Act 1987.

Easements and covenants. An easement is a right given to a landowner over another person's property (for example, a right of way, or right to drain water). A land covenant is an obligation contained in a deed between two parties, usually relating to the use of one or both properties (for example a covenant to restrict one party using their property in a certain way).

Easements or covenants may apply to:

- a unit and are usually recorded on the record of title for that unit.
- common property and will be recorded on the supplementary record sheet for the unit title development.

Further information about the matters set out above can be obtained from:

Unit title property ownership	Ministry of Business, Innovation and Employment www.unittitles.govt.nz 0800 UNIT TITLES (0800 864 884)
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Unit plan	Land Information New Zealand
Ownership and utility interests	www.linz.govt.nz
Record of title	0800 ONLINE (0800 665 463)
Easements and covenants	
Body corporate operational rules	The body corporate of the unit title development
Pre-settlement disclosure statement	
Land Information Memorandum	Your local council


For detailed information on any of the above matters relating to your specific circumstances, the Ministry of Business, Innovation and Employment recommends you obtain independent legal advice from your lawyer.

Corrections

9 Select the statement that applies:

☒ This disclosure statement, including any additional information that forms part of this disclosure, does not have any known inaccuracies.

☐ ~~This disclosure statement, including any additional information that forms part of the disclosure, does have any known inaccuracies. Details of the known inaccuracies are:~~

Signed by seller or person authorised by seller:	
Name:	John Chung Director
Date:	20 November 2023

This template has been created by the Ministry of Business, Innovation and Employment as an example of a pre-contract disclosure statement that complies with the requirements of regulation 33(1) The information contained in the form is intended as an example of how these sections may be completed, and the specific wording used is not a requirement of the Unit Titles Regulations 2011.

SCHEDULE OF UNITS

This Pre-Contract Disclosure Statement applies to the principal and accessory units listed below, and the Ownership and Utility Interest proposed is as per the below:

Apartment Units No. / estimated apartment area	Allocated Carpark No.	Proposed ownership interest (%)	Proposed Utility Interest (%)
APT 101 / 84 m ² , extra Courtyard & Balcony 6 m ²	4	1.0812	1.0812
APT 102 / 82 m ² , extra Courtyard & Balcony 21 m ²	31	1.0554	1.0554
APT 103 / 73 m ² , extra Courtyard & Balcony 16 m ²	94	0.9396	0.9396
APT 104 / 60 m ² , extra Courtyard & Balcony 10 m ²	100	0.7723	0.7723
APT 105 / 60 m ² , extra Courtyard & Balcony 10 m ²	79	0.7723	0.7723
APT 106 / 60 m ² , extra Courtyard & Balcony 9.5 m ²	85	0.7723	0.7723
APT 107 / 60 m ² , extra Courtyard & Balcony 18.5 m ²	80	0.7723	0.7723
APT 108 / 91 m ² , extra Courtyard & Balcony 27.5 m ²	82	1.1712	1.1712
APT 109 / 61 m ² , extra Courtyard & Balcony 17 m ²	92	0.7851	0.7851
APT 110 / 61 m ² , extra Courtyard & Balcony 17 m ²		0.7851	0.7851
APT 111 / 61 m ² , extra Courtyard & Balcony 17.5 m ²	88	0.7851	0.7851
APT 112 / 61 m ² , extra Courtyard & Balcony 18 m ²	48	0.7851	0.7851
APT 113 / 61 m ² , extra Courtyard & Balcony 18 m ²	90	0.7851	0.7851
APT 114 / 61 m ² , extra Courtyard & Balcony 18 m ²	86	0.7851	0.7851
APT 115 / 61 m ² , extra Courtyard & Balcony 18.5 m ²	96	0.7851	0.7851
APT 116 / 61 m ² , extra Courtyard & Balcony 19 m ²	63	0.7851	0.7851
APT 117 / 61 m ² , extra Courtyard & Balcony 19.5 m ²	89	0.7851	0.7851
APT 118 / 61.5 m ² , extra Courtyard & Balcony 20 m ²	75	0.7916	0.7916
APT 201 / 133.5 m ²	22	1.7183	1.7183
APT 202 / 88.5 m ²	71	1.1391	1.1391
APT 203 / 72.5 m ²	13	0.9331	0.9331
APT 204 / 60.5 m ²	8	0.7787	0.7787
APT 205 / 60.5 m ²	78	0.7787	0.7787
APT 206 / 60.5 m ²	42	0.7787	0.7787
APT 207 / 72.5 m ²	45	0.9331	0.9331
APT 208 / 91 m ²	26	1.1712	1.1712
APT 209 / 61 m ²	83	0.7851	0.7851
APT 210 / 61 m ²	84	0.7851	0.7851
APT 211 / 61 m ²	81	0.7851	0.7851

APT 212 / 61 m²	76	0.7851	0.7851
APT 213 / 61 m²	77	0.7851	0.7851
APT 214 / 61 m²	87	0.7851	0.7851
APT 215 / 61 m²	58	0.7851	0.7851
APT 216 / 61 m²	41	0.7851	0.7851
APT 217 / 61 m²	30	0.7851	0.7851
APT 218 / 130.5 m², extra Balcony 21.5 m²	101	1.6796	1.6796
APT 301 / 133.5 m²	20	1.7183	1.7183
APT 302 / 88.5 m²	15	1.1391	1.1391
APT 303 / 72.5 m²	95	0.9331	0.9331
APT 304 / 60.5 m²	44	0.7787	0.7787
APT 305 / 60.5 m²	1	0.7787	0.7787
APT 306 / 60.5 m²	98	0.7787	0.7787
APT 307 / 72.5 m²	73	0.9331	0.9331
APT 308 / 91 m²	66	1.1712	1.1712
APT 309 / 61 m²	47	0.7851	0.7851
APT 310 / 61 m²	7	0.7851	0.7851
APT 311 / 61 m²	46	0.7851	0.7851
APT 312 / 91 m²	62	1.1712	1.1712
APT 313 / 91 m²	16	1.1712	1.1712
APT 314 / 61 m²	93	0.7851	0.7851
APT 315 / 61 m²	74	0.7851	0.7851
APT 316 / 61 m²	91	0.7851	0.7851
APT 317 / 130.5 m²	68	1.6796	1.6796
APT 401 / 133.5 m²	67	1.7183	1.7183
APT 402 / 88.5 m²	29	1.1391	1.1391
APT 403 / 72.5 m²	32	0.9331	0.9331
APT 404 / 60.5 m²	3	0.7787	0.7787
APT 405 / 60.5 m²	5	0.7787	0.7787
APT 406 / 60.5 m²	6	0.7787	0.7787
APT 407 / 72.5 m²	72	0.9331	0.9331
APT 408 / 91 m²	25	1.1712	1.1712
APT 409 / 61 m²	12	0.7851	0.7851
APT 410 / 61 m²	11	0.7851	0.7851
APT 411 / 61 m²	10	0.7851	0.7851
APT 412 / 61 m²	49	0.7851	0.7851
APT 413 / 61 m²	51	0.7851	0.7851

APT 414 / 61 m ²	9	0.7851	0.7851
APT 415 / 61 m ²	50	0.7851	0.7851
APT 416 / 61 m ²	52	0.7851	0.7851
APT 417 / 61 m ²	2	0.7851	0.7851
APT 418 / 130.5 m ²	37 & 38	1.6796	1.6796
APT 501 / 133.5 m ²	35 & 36	1.7183	1.7183
APT 502 / 88.5 m ²	27	1.1391	1.1391
APT 503 / 72.5 m ²	43	0.9331	0.9331
APT 504 / 91 m ²	17	1.1712	1.1712
APT 505 / 91 m ²	28	1.1712	1.1712
APT 506 / 72.5 m ²	14	0.9331	0.9331
APT 507 / 91 m ²	60	1.1712	1.1712
APT 508 / 91 m ²	23	1.1712	1.1712
APT 509 / 91 m ²	99	1.1712	1.1712
APT 510 / 91 m ²	70	1.1712	1.1712
APT 511 / 91 m ²	21	1.1712	1.1712
APT 512 / 91 m ²	59	1.1712	1.1712
APT 513 / 91 m ²	61	1.1712	1.1712
APT 514 / 130.5 m ²	33 & 34	1.6796	1.6796
APT 601 / 133.5 m ²	102 & 103	1.7183	1.7183
APT 602 / 88.5 m ²	24	1.1391	1.1391
APT 603 / 72.5 m ²	57	0.9331	0.9331
APT 604 / 91 m ²	19	1.1712	1.1712
APT 605 / 91 m ²	18	1.1712	1.1712
APT 606 / 72.5 m ²	97	0.9331	0.9331
APT 607 / 92 m ²	69	1.1841	1.1841
APT 608 / 107 m ²	39 & 40	1.3772	1.3772
APT 609 / 105 m ²	64	1.3514	1.3514
APT 610 / 107 m ²	53 & 54	1.3772	1.3772
APT 611 / 105 m ²	65	1.3514	1.3514
APT 612 / 107 m ²	55 & 56	1.3772	1.3772
APT 613 / 144.5 m ²	104 & 105	1.8598	1.8598
Total Area 7769.5 m ²	Total Carpark 105	100 %	100%

SPECIFICATIONS

15 Nugent Street – Specification Summary for Purchasers

STRUCTURE

- The building features a robust in-situ poured reinforced concrete structure, including beams, columns, external walls, floors, and roof. This ensures superior durability, acoustic performance, and minimal maintenance.
- Perimeter retaining walls are constructed from reinforced concrete piles, with shotcrete infill, subject to location-specific design.
- Foundations comprise reinforced concrete ground beams on bored piles, with the lower basement floor constructed using in-situ reinforced concrete.
- Shear walls, external façades, and all primary load-bearing elements are of reinforced concrete.
- Floors combine precast concrete panels with in-situ topping to enhance structural strength and acoustic insulation.
- Level 1 apartment floors incorporate proprietary AAC (autoclaved aerated concrete) flooring systems over the structural concrete.
- Roof slabs are precast with additional in-situ concrete beams to support rooftop viewing platform and mechanical services.

EXTERIOR

- Ground-level concrete walls and planters are finished with high-quality stone veneer.
- Exposed concrete elements are finished in Resene X-300E high-build elastomeric weatherproof coating.
- Windows and doors feature double-glazed aluminium joinery in premium powder coat. Fire-rated windows are supplied in matching certified steel joinery.
- A proprietary warm roof system includes Enertherm insulation and Nuralite Nuratherm double-layer torch-on waterproofing membrane.
- Apartment decks and Level 1 courtyards utilise floating tiled systems on TPO membranes, with walkways supported by Outdure aluminium frames.
- Balustrades are powder-coated aluminium post-and-rail systems; deck soffits are tongue-and-groove cedar with natural oil finish.
- Planters are reinforced concrete lined with double-layer Nuralite 3PG torch-on membrane.

INTERIORS

- Flooring:
 - Bedrooms: broadloom carpet on underlay.
 - Living areas: hybrid timber plank or carpet with acoustic underlay.
 - Kitchens: hybrid timber plank or laminated flooring.
 - Bathrooms, ensuites, laundries: ceramic tile over acoustic and waterproof underlays.
- Walls
 - Intertenancy/corridors: in-situ concrete with R1.0 insulation and 45mm strapping or double timber stud with R2.2 insulation (GIB GBTLA30a–58STC).
 - Internal partitions: 90mm timber frame with 10mm gib or 10mm Aqualine in wet areas.
 - Bathroom/ensuite: full wall tiling.
- Ceilings: plasterboard suspended below concrete with acoustic insulation. Heights: 2.55m in living, 2.4m in other areas.
- Doors:
 - Entry doors: 2.2m high, solid-core fire/acoustic rated.
 - Interior doors: 2m high hollow-core with selected hardware.
 - Flexi-rooms: full-height cavity sliders.
 - Wardrobes: aluminium-framed mirror sliding doors.
- Kitchens:
 - Benchtops: 20mm engineered stone or 12mm porcelain.
 - Cabinetry: lacquered MDF, timber veneer, or vinyl-coated panels with melamine carcasses.
 - Splashbacks: ceramic feature tiles.
 - Appliances: integrated oven, hob, rangehood, fridge, dishwasher.
- Bathrooms:
 - Fixtures: wall-hung toilet with in-wall cistern, floating vanity with integrated basin, mirror cabinet, chrome tapware, heated towel rail, underfloor heating.
 - Larger apartments: built-in bath with tiled shower enclosure.
 - Smaller apartments: frameless glass tiled shower stalls.

- Laundry: combination front-load washer and condensing dryer.
- Wardrobes: proprietary melamine fit-out systems.

SERVICES

- Mechanical ventilation supplies fresh air with all openings closed. Dedicated extraction from kitchens, bathrooms, and laundries.
- Living areas feature hi-wall air conditioning with external units placed on rooftops, decks, or in courtyards.
- Basement ventilation via ducted extraction to the roof.
- Common areas ventilated as required.
- Security: building-wide CCTV, electronic access to doors/gates, intercoms for guest access.
- TV/Data: Star Wire Box with fibre-ready termination, Cat6 cabling, MATV distribution for Sky and FTA TV.
- Electrical:
 - Vector-supplied transformer and main switchboard in B1.
 - Sub-mains feed distribution boards in each apartment.
 - Provision for EV charging across basement levels.
 - LED lighting throughout, with motion sensors in common areas.
 - Electrical distribution boards recessed into walls.
 - Heated bathroom floors, glazed skylight to selected decks, hot water cylinders per unit.
- Fire Protection: Full sprinkler system with smoke detectors and emergency lighting in all common paths.

COMMON AREAS

- Secure electronic access at all entries, roller-grille to basement, and monitored CCTV coverage.
- Two lifts access all levels; stairs provide full vertical circulation.
- Flooring: tiled Level 1 stairs and stone-finished lift lobby; carpet tiles to corridors/stairs.
- Walls: lift lobbies feature stone and wallpaper; remaining areas painted or rendered to Level 4 finish.
- Ceilings: coffered feature ceilings with LED strip and pendant lighting throughout.
- Stairs: stainless steel handrails with powder-coated aluminium balustrades and step nosings.

- Mail: secure, individual powder-coated aluminium boxes.
- Waste: ventilated rubbish room on basement level B1.

CARPARK

- Direct entry from Nugent Street to basement parking.
- Apartments connected to parking via lifts and stairs.
- Capacity for approx. 105 vehicles plus secure bicycle storage.
- Secure roller-grille access, mechanical fume extraction, and dedicated lighting.
- Infrastructure for EV charging points throughout.

ROOFTOP & MAINTENANCE ACCESS

- Stair access to rooftop observatory and plant areas.
- Static line anchor system and abseiling rails for façade maintenance.

DRAFT BODY CORPORATE OPERATIONAL RULES

MIXED USE MODEL OPERATIONAL RULES

1. INTERPRETATION OF TERMS, AND RULES BINDING ON OWNERS, OCCUPIERS, EMPLOYEES, AGENTS, INVITEES, LICENCEES AND TENANTS

- 1.1 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.
- 1.2 These rules are binding on all owners and occupiers of units in the unit title development as well as the employees, agents, invitees, customers, licencees and tenants of all owners and occupiers of units in the unit title development.
- 1.3 "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

- 2.1 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; and
 - (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 unit or common property.

3. DAMAGE TO COMMON PROPERTY

- 3.1 An Owner of a unit must not:
 - (a) damage or deface the common property; and
 - (b) drive, operate or use, or permit to be driven, operated or used, any vehicle or machinery on the common property of a size and weight that is likely to cause damage to the common property and any such damage caused or contributed to shall be paid for by the Owner responsible.

4. USE OF FACILITIES, ASSETS AND IMPROVEMENTS WITHIN THE COMMON PROPERTY

- 4.1 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 or assets or improvements set by the Body Corporate from time to time.

- 4.2 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. VEHICLE PARKING AND BICYCLE PARKING

- 5.1 An Owner of a unit must not park a vehicle or permit a vehicle to be parked on any part of the common property unless the Body Corporate has designated it for vehicle parking or the Body Corporate has given prior written consent.

- 5.2 An Owner of a unit that is designated for use as a vehicle park must:

- (a) only use the vehicle park for the purpose of parking vehicles;
- (b) ensure the vehicle park is kept tidy and free of litter;
- (c) not use the vehicle park or permit it to be used for storage;
- (d) ensure that any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park; and
- (e) not store any vehicle that is not in running condition on the common areas.
- (f) not park any vehicle on the common property or an accessory unit that leaks diesel, petrol or other fluid which may stain or damage the surface of the common property or accessory unit

- 5.3 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 5, 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.

- 5.4 Bicycle storage areas are in two corners of the upper Basement (B1) for storing 95 bicycles for all owners. The developer will provide cycle stands and the cyclists will chain these bikes to the stands. The bicycle stands are freely available to all residents rather than allocate particular stands to each unit, so the body corp will arrange and manage the bicycle stand for the apartment owners who have a bicycle.

6. AERIALS, SATELLITE DISHES AND ANTENNAS

- 6.1 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.

7. SIGNS, NOTICES, ADVERTISING AND PROMOTION

7.1 An Owner of a unit must not, without the prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld, erect, fix, place or paint any signs or notices of any kind on or to any part of the common property or on or to any external part of a unit.

7.2 An Owner of a unit must not display any temporary or mobile signage, including but not limited to sandwich boards and portable banners ("temporary signage"), at any time other than during the opening hours of the business operating from a unit, and must not display any temporary signage on the common property or any accessory unit

without the prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld.

7.3 An Owner of a unit must not display any goods or services on common property or any accessory unit or use the common property or any accessory unit for any business, promotional or commercial purpose without prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld.

7.4 Rules 7.2 and 7.3 do not apply to any unit used solely for residential purposes.

8. CONTRACTORS

8.1 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 workmanlike manner.

9. RUBBISH AND PEST CONTROL

9.1 An Owner of a unit:

- (a) must not leave rubbish, recycling material, trade refuse or waste, dirt or other material on the common property except in areas designated for rubbish collection by the Body Corporate, and where such material is left in a designated rubbish collection area it must not be left in such a way that interferes with the enjoyment of the common property by other Owners;

- (b) must dispose of rubbish and recycling material promptly, hygienically and tidily and ensure such disposal does not adversely affect the health, hygiene or comfort of other Owners;
- (c) must not burn any rubbish anywhere on the common property or in any unit; and
- (d) shall keep the unit free of vermin, pests, rodents and insects.

10. CLEANING AND GARDEN MAINTENANCE

- 10.1 An Owner of a unit must ensure the unit is kept clean at all times and any gardens, grounds, yards or paved areas within the unit are kept neat and tidy and are regularly maintained.

11. CLEANING AND REPLACING GLASS

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

12. LAWNS AND GARDENS ON COMMON PROPERTY

- 12.1 An Owner of a unit must not damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common property or, without the prior written consent of the Body Corporate use any part of the common property as a garden for their own purposes.

13. USE OF WATER SERVICES

- 13.1 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.
- 13.2 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

- 14.1 An Owner of a unit:
 - (a) shall not, without the prior written consent of the Body Corporate which shall not be unreasonably or arbitrarily withheld, erect or fix any washing lines, poles or other such drying apparatus for a similar purpose (either temporary or permanent) ("drying

apparatus”) outside a unit or outside any building contained in a unit, or on or to the exterior of a unit or on or to the exterior of any building contained in a unit;

- (b) shall not hang any clothes, washing, bedding, towels or other items outside a unit or outside any building contained in a unit, other than on any drying apparatus for which Body Corporate consent has been obtained in accordance with rule 14.1(a); and
- (c) shall not hang any clothes washing, bedding, towels, or other items on the common property other than on parts of the common property designated by the Body Corporate as washing line areas, and such items may only be hung for a reasonable period.

15. SECURITY AND VENTILATION EQUIPMENT

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

16. FLOOR COVERINGS

- 16.1 Except in kitchen, laundry, toilet or bathroom areas of a unit, an Owner of a unit must ensure that all floor space in a unit is covered or otherwise treated to an extent sufficient to prevent noise transmission from the unit that is likely to disturb the quiet enjoyment that could reasonably be expected by the Owner of another unit.

17. NOISE, BEHAVIOUR AND CONDUCT

- 17.1 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 between the hours of 11pm and 7am or between other such hours that the Body Corporate may set from time to time.

18. PET

- 18.1 An Owner of a unit must not, without the prior written consent of the Body Corporate, bring or keep any animal or pet in any unit or the common property, unless the animal or pet is a fish or small bird in which case it is permitted and no Body Corporate consent is required. Consent of the Body Corporate shall not be unreasonably or arbitrarily withheld and may be revoked upon written notice if the rights or interests of any other Owner are adversely affected by any animal or pet, including a fish or small bird permitted under this rule.
- 18.2 Notwithstanding rule 18.1 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.

- 18.3 An Owner of any animal or pet permitted under rule 18.1 or any dog permitted under rule 18.2 must ensure that any part of a unit or the common property that is soiled or damaged by the animal, pet or dog must promptly be cleaned or repaired at the cost of the Owner.

19. SECURITY

- 19.1 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 not occupied, 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 a unit or common property; and
- (d) notify the Body Corporate as soon as reasonably practicable if rules 19(b) or (c) are breached.

- 19.2 Any drunk or disorderly person found on the common property may be removed from the Unit title Development by a security officer or a member of the New Zealand police.

- 19.3 Where the Body Corporate is required to remove any person from the Unit title Development, respond to a request for entry to a Unit or the attendance of a security office or the New Zealand Police is required, the Body Corporate shall recover the costs of such removal/call out (if any) from the Owner responsible

20. MOVING AND INSTALLING HEAVY OBJECTS

- 20.1 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.

21. LIFTS

- 21.1 An Owner of a unit must comply at all times with any notice or instruction displayed in any lift in the unit title development. If any lift in the unit title development, other than a goods lift, is to be used for carrying anything other than passengers, lift protection equipment supplied by the Body Corporate must be used.

22. DELIVERY AREAS

- 22.1 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 designed for goods only, (together called "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.
 - (d) Any delivery area in a unit and 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 designated and constructed.
 - (e) 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.

23. HAZARDS, INSURANCE AND FIRE SAFETY

- 23.1 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.

24. EMERGENCY EVACUATION DRILLS AND PROCEDURES

- 24.1 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.

25. NOTICE OF DAMAGE, DEFECTS, ACCIDENTS OR INJURY

- 25.1 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.

26. COMPLIANCE WITH SALE OF LIQUOR ACT AND OTHER STATUTES

- 26.1 Where a business operating from a unit is subject to the Sale of Liquor Act 1989 or any other statute, regulation or enactment to which the business is subject (together called "statute") the unit Owner must ensure that the requirements of the statute are complied with at all times and must take all reasonable steps to ensure that the business operation does not interfere with the use and enjoyment of the unit title development by other Owners.

27. LEASING A UNIT

27.1 An Owner of a unit:

- (a) Must provide a full copy of these rules and fully copy of all future amendments to these rules to any tenant or occupier of the unit;
- (b) must provide the Body Corporate with written notice of the full name, landline phone number and cellphone number for the Owner and for all tenants or occupants of the unit;
- (c) must inform any tenant or occupier of the unit that the mode of service under the Act is by email, and the Owner must provide the Body Corporate with written notice of the email address for service for the tenants or occupiers of the unit and the email address for service for the Owner; and

promptly notify the Body Corporate in writing of any changes to the details in rules 27.1(b) and 27.1(c).



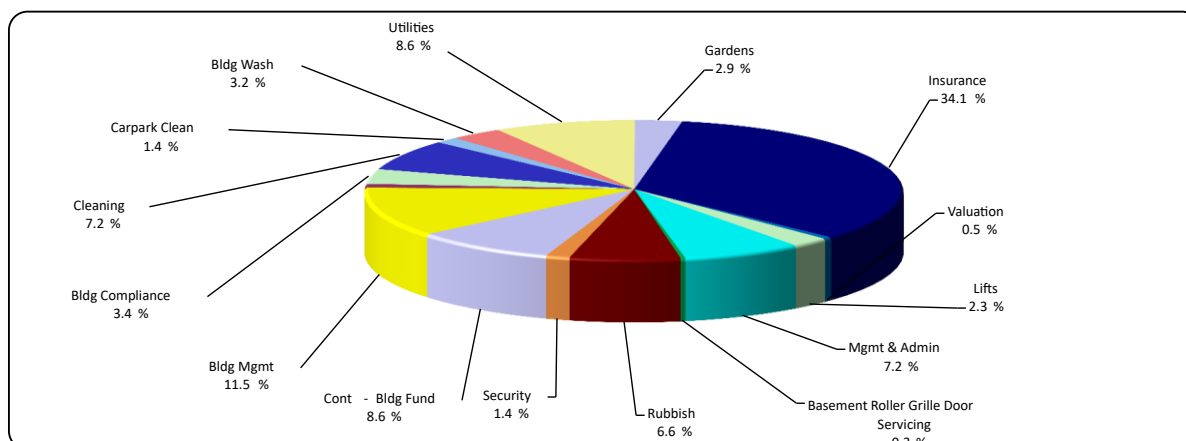
Proposed Draft Budget

Body Corporate

APT 15 Nugent Street, Grafton

Status: Proposed Draft Budget - First Year

Below is the annual budget for the body corporate. Each unit pays a share of the budget (Levies) based on their Utility Interest.



Operating Funds

Item	Amount	Category	Explanation
O1	\$ 50,000	Building Management	Building Management Contract
O2	\$ 5,000	Building Mgr's Expenses	Consumables and equipment for the building manager
O3	\$ 14,000	Building Compliance	Fire Safety and Compliance checks and reporting as required by the Building Act
O4	\$ 28,000	Cleaning	General weekly cleaning of common areas
O5	\$ 6,000	Cleaning - Car parks	Cost for carpark cleaning as required
O6	\$ 14,000	Cleaning - Bldg Wash	Building Wash
O7	\$ 32,000	Common Utilities	The cost of utilities supplied to the common area
O8	\$ 14,000	Gardens/Grounds	Cost for gardening and general grounds upkeep
O9	\$143,975	Insurance	Insurance as required by the Unit Titles Act
O10	\$ 1,700	Insurance Valuation	A valuation to ensure bldgs/improvements are covered to their full insurable value
O11	\$ 8,000	Lifts	Servicing and certification of Lifts
O12	\$ 28,000	Management & Admin	Centurion's secretarial fee and administrative costs
O13	\$ 2,000	Basement Roller Grille Door	Regular servicing of basement roller grille door
O14	\$ 26,500	Rubbish	Daily collection of rubbish for residential units
O15	\$ 5,000	Security	Servicing and upgrades of the security system
	\$378,175	Sub Total	
C1	\$ 30,000	Contingency Funds	Building Fund A consolidated fund for general repairs & maintenance and improvements
TOTAL	\$408,175	Plus Gst	

Notes To Budget

- O1 Each unit has its own water meter and residents will be billed directly by Watercare.
- O2 Council rates and power will be charged by the respective parties directly to the owner/occupier.
Community rubbish removal is included in the budget and is for domestic waste only. All commercial waste removal remains the responsibility of the relevant owner/occupier to arrange at their own cost.
- O3 Purchasers are advised that the above budget is an estimate only based on information currently available. Neither the Vendor nor Centurion Management Services Ltd makes any warranty or representation in relation to the initial and ongoing amount of Body Corporate Levies which will be based on actual costs.

Body Corporate APT 15 Nugent Street

Notes to Budget - First Year

The information below relates to the first year budget for APT 15 Nugent Street. Its purpose is to provide additional information regarding the budget items which form the proposed annual budget for the first year. It should be noted that the individual budget items are estimated and based on the information available at the time of the budget being completed. Final costs are subject to change should additional information be provided ahead of release of titles.

As part of issuing of property titles for this property a schedule of Utility/Ownership Interests will be undertaken by a Registered Valuer. This schedule will form the final percentage share of the budget that each Unit will pay towards the share of community costs. These costs include both projected Operational Expenses and an allowance for Contingency Funds.

These Funds are used towards long term capital costs and unbudgeted items.

Operating Funds

01	Building Management	This budget allows for a part time building manager to oversee the day to day running of the building.
02	Building Manager Expenses	A fund to provide reimbursement to the Building Manager for any building related costs.
03	Building Compliance	A Building Warrant of Fitness is required for multi-unit property. The purpose is to ensure that the building risks associated with fire are reduced. Auckland Council will issue a Compliance Schedule at the completion of the development that will include the various compliance items requiring servicing. These items can include monthly testing of fire alarms, regular checks for clear pathways and signage, ventilation systems, means of escape, annual survey of each unit and the common areas and council costs in managing compliance. Costs also include an independent company coordinating the various compliance schedule items.
04	Cleaning	A fund for the weekly cleaning of the common area hallways and entrance foyer.
05	Cleaning - Carparks	This budget cost allows for a quarterly industrial sweep of the basement garage.
06	Cleaning - Building Wash	This budget cost allows for an annual building wash of the exterior of the building. It assumes that that there anchor points on the roof for abseiling the building. The wash is a low pressure clean of the building exterior that removes surface contaminants and prolongs the life of the building painted surfaces. Often the wash is a requirement of paint warranties.
07	Common Utilities	This cost item covers the supply of power to common areas such as community lighting and fire alarm systems as well as the supply of water to common areas.
08	Gardens/Grounds	The budget allows for a gardening contractor to carry out a weekly tidy of the roof top garden and street gardens.
09	Insurance	Often the largest cost within a property budget the insurance costs cover the buildings, fixtures and fittings from material damage. The overall policy covers the reinstatement value of buildings and common property based on initially the cost to build and then on a valuation by a Registered Valuer. Also included is cover for Loss of Rents/Alternative Accommodation (should there be an insurable claim requiring vacancy), Public and Statutory Liability and Office Bearer cover for the Chairperson and Committee Members appointed. The Fire Service and EQC levy are calculated on the basis that the building area of usage is more than 50% residential.
10	Valuation	Generally undertaken annually the valuation ensures that the building reinstatement costs and any improvements are valued so sufficient insurance cover is included for the property.
11	Lift	A fund for quarterly servicing of the lift.
12	Mgn/Admin	This cost relates to the Body Corporate appointed administrators who look after the Body Corporates affairs working closely with the appointed Chairperson and Committee. Their job is to issue and collect levies, send notices of meetings and obtain contractor services for the common areas as required in conjunction with the Committee. They also have responsibility to manage the day-to-day accounts and report annually to the AGM.
13	Basement Roller Grille Door	Quarterly servicing of the basement roller grille door to ensure reliability.
14	Rubbish	In some cases the annual budget will include an amount for community rubbish removal on a regular basis. This provides a reliable approach to managing the sites waste removal through a coordinated approach. It excludes rubbish removal for the commercial premises.
15	Security	The budget allows for a security specialist to maintain the CCTV, access control and intercom systems.

C1

Building Fund

Throughout the year various works may be undertaken that do not fit into the regular operating costs. This can include minor repairs to common property, or the buildings, replacement of light bulbs, additional signage requirements and other costs and services that Owners may wish to obtain through the year.

NOTE: In the past some initial budgets have been well short of true costs. Under the Unit Titles Act 2010 Owners now have a need to consider both short and long term costs and make provision for these costs within their budgets. While first year budgets are always an estimate of these costs a realistic idea of expected costs gives a better reflection of likely expenses in a given year and provides a more reliable and realistic picture for incoming Owners.

Centurion Management Services Limited

District Law Society



**AUCKLAND DISTRICT LAW SOCIETY
INC**
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IMPORTANT NOTICE

AUCKLAND DISTRICT LAW SOCIETY INCORPORATED – MODEL OPERATIONAL RULES FOR RESIDENTIAL, COMMERCIAL/INDUSTRIAL AND MIXED USE UNIT TITLE DEVELOPMENTS UNDER THE UNIT TITLES ACT 2010

Contained in this document are the ADLS Inc. Model Operational Rules for either Residential, Commercial/Industrial or Mixed Use unit title developments for use under the Unit Titles Act 2010. These rules were prepared for, and approved by, the Documents and Precedents Committee of Auckland District Law Society Inc.

These Model Rules have been drafted as a starting point for existing Bodies Corporate as well as developers of new unit title developments and their respective professional advisers. They have deliberately been drafted in a conservative manner to ensure compliance with the new legislation and existing case law. The majority of the Schedule Two rules under the Unit Titles Act 1972 have been entrenched into the provisions of the Unit Titles Act 2010 ("Act"). For this reason the Model Operational Rules do not cover matters that were previously in the Schedule Two rules. They are instead an extension of the matters contained in the default Operational Rules under Schedule One of Unit Titles Regulations 2011 ("Regulations").

The Model Operational Rules incorporate the default Operational Rules under Schedule One of the Regulations and as result they are designed to replace the default Operational Rules in their entirety.

The Model Operational Rules act as precedents and as guidance to developers and Bodies Corporate but they are not designed to be a "one size fits all" set of rules. Each individual rule within each set of Model Operational Rules should be carefully examined and understood before being used. Developers of new unit title developments and Bodies Corporate will need to carefully consider which rules are suitable and whether any deletions, amendments or additions may be necessary. Where rule options are given, the option(s) not required must be clearly crossed out. ADLS Inc. recommends that legal advice be sought during each part of this process. By providing the Model Operational Rules and the information contained herein ADLS Inc. does not purport to provide legal advice on Operational Rules under the Act and Regulations.

To give effect to the Model Operational Rules, including any deletions, amendments or additions, an ordinary resolution must be passed by the Body Corporate approving the rules, and the rules must be registered with Land Information New Zealand using Form 14 or Form 15 of the Regulations (whichever is applicable).

If amendments or additions are made to the Model Operational Rules, please note that all amendments and additions must comply with sections 106(1), (2) and (4) of the Act.

ADLS Inc. retains all copyright over the Model Operational Rules and the information provided herein. The Model Operational Rules can be used in two different ways:

- a. in their current form as ADLS Inc. endorsed rules. It is the responsibility of the Body Corporate to cross out those rules and options that do not apply. The Body Corporate may attach an additional schedule containing further rule amendments and additions to the ADLS Inc. endorsed rules; or
- b. retyped into a separate document and amended or added to as required, but in doing so the resulting set of rules must not be passed off as ADLS Inc. endorsed rules and any attempt to do so without the express permission of ADLS Inc. amounts to a breach of copyright.



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INC**
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Mixed Use Model 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, customers, 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; and
- 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 unit or common property.

3. Damage to common property

An Owner of a unit must not:

- a. damage or deface the common property; and
- b. drive, operate or use, or permit to be driven, operated or used, any vehicle or machinery on the common property of a size and weight that is likely to cause damage to the common property and any such damage caused or contributed to shall be paid for by the Owner responsible.

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 or 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. Vehicle parking

- a. An Owner of a unit must not park a vehicle or permit a vehicle to be parked on any part of the common property unless the Body Corporate has designated it for vehicle parking or the Body Corporate has given prior written consent.

- b. An Owner of a unit that is designated for use as a vehicle park must:
 - i. only use the vehicle park for the purpose of parking vehicles;
 - ii. ensure the vehicle park is kept tidy and free of litter;
 - iii. not use the vehicle park or permit it to be used for storage;
 - iv. ensure that any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park; and
 - v. must clearly mark any vehicle parks designated solely for use by employees or customers of the Owner.
- c. 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 5, 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.

6. 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.

7. Signs, notices, advertising and promotion

- a. An Owner of a unit must not, without the prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld, erect, fix, place or paint any signs or notices of any kind on or to any part of the common property or on or to any external part of a unit.
- b. An Owner of a unit must not display any temporary or mobile signage, including but not limited to sandwich boards and portable banners ("temporary signage"), at any time other than during the opening hours of the business operating from a unit, and must not display any temporary signage on the common property or any accessory unit without the prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld.
- c. An Owner of a unit must not display any goods or services on common property or any accessory unit or use the common property or any accessory unit for any business, promotional or commercial purpose without prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld.
- d. Rules 7(b) and (c) do not apply to any unit used solely for residential purposes.

8. 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 workmanlike manner.

9. Rubbish and pest control

An Owner of a unit:

- a. must not leave rubbish, recycling material, trade refuse or waste, dirt or other material on the common property except in areas designated for rubbish collection by the Body Corporate, and where such material is left in a designated rubbish collection area it must not be left in such a way that interferes with the enjoyment of the common property by other Owners;
- b. must dispose of rubbish and recycling material promptly, hygienically and tidily and ensure such disposal does not adversely affect the health, hygiene or comfort of other Owners;
- c. must not burn any rubbish anywhere on the common property or in any unit; and
- d. shall keep the unit free of vermin, pests, rodents and insects.

10. Cleaning and garden maintenance

An Owner of a unit must ensure the unit is kept clean at all times and any gardens, grounds, yards or paved areas within the unit are kept neat and tidy and are regularly maintained.

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11. Cleaning and replacing glass

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

12. Lawns and gardens on common property**Option A**

An Owner of a unit must not damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common property or use any part of the common property as a garden for their own purposes.

Option B

An Owner of a unit must not damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common property or, without the prior written consent of the Body Corporate use any part of the common property as a garden for their own purposes.

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. 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**Option A**

An Owner of a unit:

- a. shall not, without the prior written consent of the Body Corporate which shall not be unreasonably or arbitrarily withheld, erect or fix any washing lines, poles or other such drying apparatus for a similar purpose (either temporary or permanent) ("drying apparatus") outside a unit or outside any building contained in a unit, or on or to the exterior of a unit or on or to the exterior of any building contained in a unit;
- b. shall not hang any clothes, washing, bedding, towels or other items outside a unit or outside any building contained in a unit, other than on any drying apparatus for which Body Corporate consent has been obtained in accordance with rule 14(a); and
- c. shall not hang any clothes, washing, bedding, towels or other items on the common property other than on parts of the common property designated by the Body Corporate as washing line areas, and such items may only be hung for a reasonable period.

Option B

An Owner of a unit:

- a. 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; and
- b. shall not hang any clothes, washing, bedding, towels or other items on the common property other than on parts of the common property designated by the Body Corporate as washing line areas, and such items may only be hung for a reasonable period.

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, air conditioning or ventilation equipment in the unit.

16. Floor coverings

Except in kitchen, laundry, toilet or bathroom areas of a unit, an Owner of a unit must ensure that all floor space in a unit is covered or otherwise treated to an extent sufficient to prevent noise transmission from the unit that is likely to disturb the quiet enjoyment that could reasonably be expected by the Owner of another unit.

17. Noise, behaviour and conduct

Option A

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.

Option B

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 between the hours of 11pm and 7am or between other such hours that the Body Corporate may set from time to time.

18. Pets

Option A

- a. An Owner of a unit must not bring or keep any animal or pet in any unit or on the common property.
- b. Notwithstanding rule 18(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. Notwithstanding rule 18(a) an Owner who uses a guard dog for the purposes of protecting the security of a unit may, with the prior written consent of the Body Corporate, bring or keep such a dog in a unit and bring such a dog onto the common property for the sole purpose of gaining access to the Owner's unit. Consent of the Body Corporate may be revoked upon written notice if the rights or interests of any other Owner are adversely affected by the guard dog.
- d. An Owner of any dog permitted under rules 18(b) or 18(c) must ensure that any part of a unit or the common property that is soiled or damaged by the dog must promptly be cleaned or repaired at the cost of the Owner.
- e. Rule 18(c) does not apply to any unit used solely for residential purposes

Option B

- a. An Owner of a unit must not, without the prior written consent of the Body Corporate, bring or keep any animal or pet in any unit or the common property. Consent of the Body Corporate shall not be unreasonably or arbitrarily withheld and may be revoked upon written notice if the rights or interests of any other Owner are adversely affected by any animal or pet.
- b. Notwithstanding rule 18(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 animal or pet permitted under rule 18(a) or any dog permitted under rule 18(b) must ensure that any part of a unit or the common property that is soiled or damaged by the animal, pet or dog must promptly be cleaned or repaired at the cost of the Owner.

Option C

- a. An Owner of a unit must not, without the prior written consent of the Body Corporate, bring or keep any animal or pet in any unit or the common property, unless the animal or pet is a fish or small bird in which case it is permitted and no Body Corporate consent is required. Consent of the Body Corporate shall not be unreasonably or arbitrarily withheld and may be revoked upon written notice if the rights or interests of any other Owner are adversely affected by any animal or pet, including a fish or small bird permitted under this rule.
- b. Notwithstanding rule 18(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 animal or pet permitted under rule 18(a) or any dog permitted under rule 18(b) must ensure that any part of a unit or the common property that is soiled or damaged by the animal, pet or dog must promptly be cleaned or repaired at the cost of the Owner.

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19. 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 not occupied, 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 a unit or common property; and
- d. notify the Body Corporate as soon as reasonably practicable if rules 19(b) or (c) are breached.

20. Moving and installing heavy objects

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.

21. Lifts

An Owner of a unit must comply at all times with any notice or instruction displayed in any lift in the unit title development. If any lift in the unit title development, other than a goods lift, is to be used for carrying anything other than passengers, lift protection equipment supplied by the Body Corporate must be used.

22. Delivery areas

- a. 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 designed for goods only, (together called "delivery area"), must only be used:
 - i. by Owners of units or anyone permitted by an Owner;
 - ii. for the purpose for which it was designed and constructed; and
 - iii. during certain hours set by the Body Corporate from time to time.
- b. 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.
- c. 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.

23. Hazards, insurance and fire safety**Option A**

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.

Option B

An Owner of a unit may only bring onto, use, store, or do, in a unit anything that creates a hazard if:

- a. the prior written consent of the Body Corporate is obtained if the hazard is likely to cause an increase in the premium on any Body Corporate insurance policy for the unit title development;
- b. the Owner complies at all times with the Body Corporate insurance policy for the unit title development, any enactment or rule of law relating to fire, insurance, dangerous goods or hazardous substances, and any requirements of any Territorial Authority; and
- c. it does not affect the operation of fire safety devices and equipment or reduce the level of fire safety in the unit title development.

24. 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.

25. 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.

26. Compliance with Sale of Liquor Act and other statutes

Where a business operating from a unit is subject to the Sale of Liquor Act 1989 or any other statute, regulation or enactment to which the business is subject (together called "statute") the unit Owner must ensure that the requirements of the statute are complied with at all times and must take all reasonable steps to ensure that the business operation does not interfere with the use and enjoyment of the unit title development by other Owners.

27. Leasing a unit**Option A**

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. provide the Body Corporate with written notice of the full name, landline phone number, cellphone number, email address and address for service for the purposes of the Act for the Owner and for all tenants or occupants of the unit, and promptly notify the Body Corporate in writing of any changes to such details.

Option B

An Owner of a unit:

- a. must 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;
- b. must provide the Body Corporate with written notice of the full name, landline phone number and cellphone number for the Owner and for all tenants or occupants of the unit;
- c. must inform any tenant or occupier of the unit that the mode of service under the Act is by email, and the Owner must provide the Body Corporate with written notice of the email address for service for the tenants or occupiers of the unit and the email address for service for the Owner; and
- d. promptly notify the Body Corporate in writing of any changes to the details in rules 27 (b) and (c).





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