

MOUNT CENTRAL BODY CORPORATE 373139

RESIDENTIAL OPERATIONAL RULES

1 Definitions and Interpretation

- 1.1 Terms used in these **Rules** shall have the same meaning as defined in the **Act**, unless the context otherwise requires.
- 1.2 "**Act**" means the **Unit Titles Act 2010** and includes any statutory modification or re-enactment of that **Act**.
- 1.3 "**Administration Manager**" means any manager (whether incorporated or not) appointed by the **Body Corporate** to manage the buildings on the **Unit Title Development**
- 1.4 "**Body Corporate**" means **Body Corporate** Number; **BC 373139**.
- 1.5 "**Buildings**" means the buildings and other improvements on the land.
- 1.6 "**Committee**" means the **Body Corporate Committee** formed by the **Body Corporate**.
- 1.7 "**Common Property**" means those parts of the **Land** and associated fixtures designated as **Common Property** on the **Unit Plan**.
- 1.8 "**Land**" means the **Land**, which is the subject of the **Unit Plan**.
- 1.9 "**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, customers and tenants of all **Owners** and occupiers of **Units** in the **Unit Title Development**, unless the context otherwise requires.
- 1.10 "**Ownership Interest**" has the meaning ascribed to it in section 38 of the **Act**.
- 1.11 "**Proprietor**" means a person registered as a **Proprietor** of a stratum **Estate** in a **Unit** of the **Unit Plan**, any person under the control of such a person, and for the purposes of the operating **Rules** and procedures of the buildings as set out in these **Rules**, includes any occupier of a **Unit**.
- 1.11 "**Resource Consent**" means the **Resource Consent** number by **Tauranga City Council**
- 1.12 "**Rules**" means these **Rules** as may be amended or substituted from time to time.
- 1.13 These **Rules** are binding on all **Owners** and occupiers of **Units** in the **Unit Title Development** as well as the employees, agents, invitees, licensees, customers and tenants of all **Owners** and occupiers of **Units** in the **Unit Title Development**
- 1.14 "**Unit Plan**" means **Unit Plan** number; **DP373139** (South Auckland Land Registry).
- 1.15 "**Unit**" means a principal **Unit** on the **Unit Plan** and in relation to any **Owner** or occupier means the **Unit** owned or occupied by that **Owner**.
- 1.16 "**Unit Entitlement**" has the meaning ascribed to it in section 5 of the **Act**.
- 1.17 "**Vehicle**" includes a motorcycle, recreational vehicle, or commercial vehicle i.e., all forms.
- 1.18 "**Management Agreement**" - means any agreement in relation to the Management, control and administration of the development entered into by the **Body Corporate**.

2 Interference and obstruction of Common Property.

- 2.1 An **Owner** must not:
 - (a) interfere with the reasonable use or enjoyment of the **Common Property** by other **Owners**;
 - (b) obstruct any lawful use of **Common Property** by other **Owners**; and
 - (c) restrict any light or air in any **Unit** or the **Common Property**, or obstruct or cover any windows, sky lights, lights, or other means of illumination of any **Unit** or **Common Property**.

3 Duties of an Owner

3.1 Each **Owner** shall:

- (a) for the purpose of ensuring adequate and proper control and management of all Units and Common Property) when owner-operating or creating a lease or tenancy or other right of occupation of the Unit in favour of any third party:
 - (i) notify the Chairperson/Administration Manager (*if appointed*) in writing of the name and relevant contact details of such proposed lessee, tenant, or occupier.
 - (ii) ensure that the proposed lessee, tenant, or occupier has received and perused a copy of these Operational Rules; and
 - (iii) ensure that any lease agreement with any proposed lessee, tenant or occupier contains a covenant whereby such lease, tenant, or occupier, as the case may be, agrees to be bound by and to comply with these Operational Rules.
- (b) not use or permit the use of the Unit for any purpose
 - (i) other than residential accommodation. So long as the proprietor and any tenants of the proprietor comply fully with the rules of the Body Corporate the proprietor shall be entitled to let or lease the **Unit** subject to paragraph 26 of these **Rules**.
 - (ii) which may be illegal or injurious to the reputation of proprietors or occupiers of **Units** comprising the Body Corporate or which may interfere with the peaceful enjoyment of another unit by the proprietor or occupier thereof
- (c) observe and comply with and procure observance and compliance by all of its visitors, agents, servants and tenants, with these Rules relating to the control, management, security, **Health & Safety at Work Act 2015**, care, operation, cleanliness and use of the Unit, the Common Property and the Unit Title Development and the preservation of good order, safety, comfort and enjoyment for the occupants and visitors of the Unit Title Development
- (d) An **Owner** must not place any outdoor furniture or pot plants on the balcony or outdoor area of his or her Unit which is not in keeping with the general quality and nature of the **Unit title** development, without the prior written consent of the Body Corporate which shall not be unreasonably or arbitrarily withheld.

4 Damage to Common Property

4.1 An **Owner** 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 in 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 **Owners** responsible.
- (c) The **Body Corporate** must approve and settle any scheme to ensure that as far as practicable any external fixtures, awnings present a uniform and orderly appearance when viewed from outside the **Unit title** development, without the prior written consent of the **Body Corporate** which shall not be unreasonably or arbitrarily withheld

5 Use of facilities, assets, and improvements within the Common Property

- 5.1 An **Owner** must not use any facilities contained within the **Common Property**, or any assets and improvements that form part of the **Common Property**, for any use other than the use for which those facilities, assets or improvements were designed and constructed and must comply with any conditions of use for such facilities, assets or improvements set by the **Body Corporate** from time to time.
- 5.2 Any part of the **Common Property** that is used as an entrance or access-way to the **Unit** Title Development and any right of way 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.

6 Vehicle parking

- 6.1 An **Owner** must not park a **Vehicle** or permit a **Vehicle** to be parked on any part of the **Common Property** except where specifically designated for carparking by the **Body Corporate**.
- 6.2 Each **Owner** must comply with the following **Rules** in relation to the carparks in the **Unit** Title Development:
- (a) each designated carpark may only be used for the purpose of parking a single **Vehicle** and for no other purpose.
 - (b) a **Vehicle** parked in a carpark must be parked wholly within the marked boundaries of the carpark; and
 - (c) not use the **Vehicle** park or permit it to be used for storage.
 - (d) Washing or servicing of **Vehicles** in a carpark is not permitted.
 - (e) ensure the **Vehicle** park is kept tidy and free of litter.
- 6.3 The **Body Corporate** may from time to time impose parking time restrictions for all or some Visitor or Disabled carparks. This does not relate to the carparks registered as accessory **Units** on the titles belonging to **Units**.
- 6.4 The **Body Corporate** has imposed **2-Hour** parking time restrictions for the front Visitor carparks. The **Body Corporate** may remove any **Vehicle** at the expense of the **Owner** if they consider that it has not complied with the stated parking time limit.
- 6.5 The **Body Corporate** may remove a **Vehicle** from the **Unit** Title complex that the **Body Corporate** considers is parked in such a manner that is in breach of this Rule 6 at the expense of the **Owner** of the **Vehicle** concerned. The **Body Corporate** shall not be liable for any resulting damage, loss or costs arising from such removal.

7 Aerials, satellite dishes, antennae, and plant

- 7.1 An **Owner** 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.
- 7.2 An **Owner** must not mount any type of mechanical plant, Air Con/Heat-pumps on the outside walls or roof, without the prior written consent of the **Body Corporate** which shall not be unreasonably or arbitrarily withheld.

8 Signs, notices, and displays.

- 8.1 **General:** An **Owner** must not erect, fix, place or paint any signs, notices or displays of any kind (*Signage*) on or to the **Common Property** or on or to any external part of a **Unit** without the prior written consent of the **Body Corporate**, which shall not be arbitrarily or unreasonably withheld.
- 8.2 **Temporary Signage:** An **Owner** must not display any temporary mobile signage, including but not limited to sandwich boards and portable banners ("Temporary Signage") and must not display any Temporary Signage on the **Common Property** without the prior written consent of the **Body Corporate** which shall not be arbitrarily or unreasonably withheld.
- 8.3 **Common Property:** An **Owner** must not display any goods or services on **Common Property** or use **Common Property** for any business, promotional or commercial purpose without the prior written consent of the **Body Corporate** which shall not be unreasonably or arbitrarily withheld.
- 8.4 **Decision:** The decision relating to any application for consent under the three preceding sub paragraphs shall be determined in the context of paragraph 3(1a)

9 Contractors

- 9.1 An **Owner** who carries out any repair, maintenance, additions, alterations, or other such work on a **Unit** must do so in conjunction of section 80 of the UTA Act 2010, and 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 by certified trades personal.

10 Rubbish and pest control

- 10.1 An **Owner**:
- (a) must not leave rubbish or recycling 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** and must clean and maintain all outdoor areas; **and**
 - (b) must dispose of rubbish and recycling material promptly, hygienically, and tidily using properly secured and sealed rubbish bags, placed in the supplied bins and not leave on the rubbish room floor, and ensure such disposal does not adversely affect the health, hygiene, or comfort of other **Owners**, and ensure no emission of offensive smells; **and**
 - (c) must not burn any rubbish anywhere on the **Common Property** or in any **Unit**; **and**
 - (d) shall keep the **Unit** free of any vermin, pests, rodents, and insects;
 - (e) The cost of removing rubbish or recycling from any part of the Unit title development that is not designated for rubbish or recycling disposal shall be at the cost of the Unit Owner responsible
 - (f) The cost of removing rubbish that does not fit in the bins or is not allowed to be disposed of in the bins shall be paid by the Owner responsible.

11 Cleaning

- 11.1 An **Owner** must ensure their **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.
- 11.2 Replace any windows, shutters, awnings or doors which are broken, cracked or otherwise damaged with new glass or other materials of the same or better quality with the prior written consent of the **Body Corporate** which shall not be unreasonably or arbitrarily withheld

12 Cleaning and replacing glass.

- 12.1 An **Owner** 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.

13 Security and ventilation equipment

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

14 Floor Coverings – Window Coverings

- 14.1 An **Owner** 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**.
- 14.2 An **Owner** or Occupier of a **Unit** shall not hang internal curtains and blinds, visible from the outside of the **Unit**, unless the colour and design of those curtains or blinds is approved by the **Body Corporate**. In giving such approval, the **Body Corporate** shall ensure as far as practicable that the curtains or blinds used in all **Units** present a uniform and orderly appearance when viewed from outside of the **Units**.

15 Noise, behavior and conduct

- 15.1 An **Owner** shall not make or permit any noise or carry out or permit any conduct or behavior, in any **Unit** or on **Common Property**, which is likely to materially interfere with the use and enjoyment of the **Unit** Title Development by other **Owners** provided that any Activities operated in **Units** which comply with conditions of the **Resource Consent** relating to noise will not constitute a breach of this Rule 15.1.

16 Security

- 16.1 An **Owner** must keep the **Unit** locked and all doors and windows closed and securely fastened at all times when the **Unit** is not occupied, do all things reasonably necessary to protect the **Unit** from fire, theft or damage.
- 16.2 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.
- 16.3 not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a **Unit** or **Common Property**; and

- 16.4 notify the **Body Corporate** as soon as reasonably practicable if **Rules** (16.2) or (16.3) are breached.
- 16.5 ensure that they and any of their guests and invitees comply with all security arrangements established and prescribed in respect to access to and security generally in respect of the **Unit**, building or **Common Property**.

17 Moving and installing heavy objects.

- 17.1 An **Owner** 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.

18 Hazards, Insurance, and fire safety

- 18.1 An **Owner** may only bring onto, use, store, or do, in a **Unit** anything that creates a hazard unless:
- (a) the prior written consent of the **Body Corporate** is obtained first. Any increase in the insurance premium for the **Body Corporate** as a result of the hazard shall be payable by the **Owner**;
 - (b) the **Owner** will comply with all health and safety statutes, the requirements of any territorial authority and the **Body Corporate's** insurer in respect of the hazard; and:
 - (c) the hazard does not increase the risk of fire hazard, the operation of fire safety equipment and/or require additional safety measures to be put in place at the cost of the **Body Corporate**.
- 18.2 Must not hold open or cause to be held open any Fire Doors except when it is necessary for access, ingress, or egress

19 Emergency evacuation drills and procedures

- 19.1 An **Owner** must cooperate with the **Body Corporate** during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures.
- 19.2 Comply with all reasonable directions of the **Body Corporate**, **Onsite Manager** or its representatives to assist the **Body Corporate** to comply with statutory or regulatory requirements, including participating in trial Evacuations

20 Notice of damage, defects, accidents, or injury

- 20.1 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** 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.

21 Legal Compliance

- 21.1 **General:** Owners and the **Body Corporate** shall comply with all laws, statutes, regulations, bylaws, consents, approvals, licences and certifications applicable to the **Unit** Title Development, the **Units** individually, the **Common Property**, and any activities or uses to which the **Units** and **Common Property** are put.

22 Health and Safety:

- 22.1 The **Owners**, Tenants and the **Body Corporate** each acknowledge their obligations and duties under the **Health and Safety at Work Act 2015 (HSWA)** and will do all things necessary to comply with the (HSWA).
In particular, but without limitation:

- (a) Where the **Owners**, Tenants (jointly and severally) and the **Body Corporate** have overlapping duties under the **(HSWA)** they will consult, cooperate, and coordinate their **Activities** in relation to health and safety. The parties acknowledge that this consultation, coordination, and cooperation will also involve other occupiers of the **Unit** Title Development, any property managers, and their contractors, agents, and employees working at the **Unit** Title Development where relevant.
- (b) All Common areas including the Clubhouse, pools and enclosed yards are Smoke and Vapour Free.
- (c) If the **Body Corporate** exercises any right to access the **Units**, the **Body Corporate** will:
 - (i) consult, cooperate with, and coordinate the access with the **Owner**/Tenant; and
 - (ii) comply with any health and safety policies or requirements of the **Owner**/Tenant.

22.2 Non-Smoking Policy.

Owners shall not Smoke or allow Occupiers, Tenants or visitors to smoke in any of the Common Areas or Accessory Units of the Building (but excluding a designated area if there is one).

23 Lawns and gardens on Common Property

- 23.1 An **Owner** 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.

24 Use of water services

- 24.1 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, waste disposals 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.
- 24.2 An **Owner** shall not waste water unnecessarily and shall ensure that all taps in the **Unit** are turned off after use.

25 Maintenance

- 25.1 Maintenance of the **Common Property** will be allowed for in the **Body Corporate** annual budget or Long-term Maintenance Plan (LTMP) and levied in proportion of the **Owners'** utility interests (or, where utility interests have not been assigned, **Ownership Interest**).

- 25.2 An **Owner** must allow reasonable access through or over their **Unit** to the **Body Corporate** or any other **Owner** for the purpose of (without limitation) maintaining, repairing and replacing any improvements located within the Common Property upon the **Body Corporate** or other **Owner** giving the **Owner** 24 hours prior notice. Should any maintenance, repair or replacement be required as a matter of emergency, the **Body Corporate** or other **Owner** will be allowed access through or over a **Unit** without the need to provide the **Owner** with prior notice.

26 Leasing a Unit.

26.1 An **Owner**:

- (a) proposing to lease their **Unit**, and an Agent is appointed to manage the letting of their **Property** they must ensure that the **Agent** is aware of all **Body Corporate** requirements.
- (b) 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**.
- (c) must provide the **Body Corporate** with written notice of the full name, landline phone number and mobile phone number for the **Owner** and for all letting managers, tenants or occupants of the **Unit**.
- (d) 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 letting manager, tenants or occupiers of the **Unit** and the email address for service for the **Owner**; and
- (e) promptly notify the **Body Corporate** in writing of any changes to the details in **Rules** 26.1(c) and 26.1(d).
- (f) must ensure that units are to be used for residential purposes as a private residence of the owner and/or their guests.
- (g) When the tenants necessitate any form of **Unit** maintenance, the tenant is required to contact the **Unit Owner** in the first instance or the **Unit** representative. The **Owner** will then inform the **Body Corporate** Administration accordingly for all maintenance work. The **Unit Owner** will be invoiced directly for all works unless it has been established to be a **Body Corporate** cost.

27 Body Corporate Management and AGM's

- 27.1 The **Body Corporate** may enter into an agreement with a duly incorporated property management company, or professional property manager, for a fixed period of time (not exceeding three years) for carrying out and managing the duties of the **Body Corporate** at such remuneration and upon such terms and conditions as it may approve.
- 27.2 The Annual General Meeting (AGM) for the **Body Corporate** shall be in accordance with the **Act**. The **Body Corporate** shall be bound by the **Act**.

28 Right to Remedy Breaches

- 28.1 The **Body Corporate** reserves the right to take action to remedy a breach of the **Rules** by any **Owner** or Tenant. Should the breach not be remedied following reasonable notice period (assessed relevant to the level of impact to **Owners** and tenants) to the **Owner**, the **Body Corporate** reserves the right to charge all costs associated with remedying the breach plus 10% administrative fee to the **Owner** responsible for the breach.

29 Body Corporate may make Rules.

- 29.1 The **Body Corporate** may make **Rules** that relate to those matters mentioned in section 106(1)(a) and (b) of the **Act**, which **Rules** must comply with section 106(2) and (4) of the **Act**, and the same shall be observed by **Owners** unless and until they are disallowed or revoked by ordinary resolution at a **Body Corporate** general meeting.

30 Relation to Management

- 30.1 All requests for consideration of any matter to be referred to the **Committee** or the **Body Corporate** shall be directed to the **Administration Manager** appointed by the **Body Corporate** from time to time, and not the Chairperson or any members of the **Committee** (except if the **Body Corporate** has not appointed an administrator).
- 30.2 **Owners** shall not directly instruct any contractors or workers employed by the **Body Corporate** or any Building Manager unless authorised to do so in writing.
- 30.3 All **Owners**, Occupiers, Tenants, and their visitors must comply with all reasonable directions of the **Body Corporate** and **Onsite Manager** (if appointed) at all times.

31 Keeping of Animals

- 31.1 An **Owner** of a **Unit** must not bring or keep any animal or pet in any **Unit** or on the **Common Property** without the prior written consent of the **Body Corporate** which shall not be unreasonably or arbitrarily withheld. You must keep your pet(s) within your own boundaries.
- 31.2 Notwithstanding rule 31.1 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**
- 31.3 An **Owner** of any dog permitted under **Rule(a)** 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**.
- 31.4 Where the **Body Corporate** allows a pet to be kept in the **Unit**, the **Body Corporate** shall ensure that the pet is of a breed or species suitable to be kept in a residential **Unit** (excluding dangerous or menacing breeds), and will be entitled to impose such conditions, restrictions, or controls on keeping of such pet in the **Unit** as the **Body Corporate** sees fit. The **Body Corporate** may withdraw, amend, or modify those conditions, restrictions, or controls on reasonably notice from time to time

32 Washing

- 32.1 An Owner of a Unit;
- (a) shall not, without 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 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 32.1(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

33 Interpretation

- 33.1 Where the context shall require the word "**Unit**" shall include an accessory **Unit** or area licensed by the **Body Corporate**.

34 Accessory Unit

- 34.1 An **Owner** must not use or permit an accessory **Unit** to be used for any purpose other than as the purpose for which the accessory **Unit** was constructed and designed for.

35 Swimming Pool, Spa Pool, Gym

35.1 Regulation of use of the Pools and Gym

The Committee may from time to time make further rules and regulations in respect of the outdoor facilities and the Gym.

35.2 Use of the Gym, and Pools

In relation to the use of the pool and spa and adjacent areas a **Proprietor** or occupier of a **Unit** shall ensure:

- a) that the facilities are for residents & occupiers only including (i – iii) below.
- b) That children below the age of 12 years are not in or around the same unless accompanied by an adult **Proprietor** or occupier exercising effective control over them;
- c) **That alcoholic beverages or Food are not taken into or consumed in or around the Gym or Pool/s areas;**
- d) That glass containers or receptacles of any type are not taken to or allowed to remain in or around the same;
- e) That residents & occupiers shall exercise caution at all times and shall not run, or splash, or behave in any manner that is likely to interfere with the use and enjoyment of the spa or pool by other persons; **and**
- f) That the Gym, pool, spa and surrounding areas are used only between the hours set from time to time by the Committee.

35.3 Outdoor Facilities:

Including The following:

- i. the Gym
- ii. the outdoor furniture

shall be used only between the hours set from time to time by the Committee

36 Lifts

- 36.1 An **Owner** of a **Unit** must comply at all times with any **Body Corporate** or **Building Manager** authorised 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 must be used.

37 Roof

- 37.1 An Owner of a Unit cannot Access, or procure persons under their control to access, the roof without the prior consent of the Body Corporate

Mount Central Apartments

HOUSE RULES:

Fire Alarm:

- In the event of a Fire Alarm, please exit the building via the stairs and assemble at the first gate outside McDonalds on Maunganui Road. Please look out and assist neighbours if they require it.

Security related issues:

- The affected party should contact the building's preferred security company (Watchdog Security – Ph 0800 928 2436) and they will send out their personnel.

Noise Complaints:

- Residents should not make or permit any objectionable noise in the building or on the common property. If there's excessive noise in these areas, please call freephone Tauranga City Council noise control on 0800 116 803.

Damage:

- If you damage the building, or see damage to any part of the building, please contact the Building Managers.

Smoking and Vaping:

- Mount Central Apartments common areas are smoke- and vape-free.

Parking:

- Please only park in your carparking space underground unless you have permission from the carpark owner to park in theirs!
- The 3 carparks at the front on the building are intended for casual visitors and are labelled 2hour carparks – please respect this. Abuse may result in your vehicle being towed at the owner's expense.
- Please ensure all under parking bays are kept in a clean and tidy condition so as not to affect neighbouring car parking.

Pools:

- The pool area is for the enjoyment of residents and their guests. The pool area is open only between 7am and 10pm.
- Eating and drinking are allowed in the pool area, but please, not in the pool. NO GLASS is allowed in the pool area. Please remove all rubbish when leaving the pool area.
- No jumping off the spa into the pool.
- When using the spa, please replace the cover when finished.
- Children under the age of 12 must be supervised in the pool area at all times.

Gym:

- The gym is open from 6am until 10pm.
- Please respect the neighbouring apartments and keep noise/music to a respectable level.
- As a hygiene measure, please wipe down equipment after use.
- Children under the age of 16 must be supervised in the gym area at all times.

Rubbish and Recycling:

- This building operates under the Tauranga City Council rubbish and recycling system.
- Please place cardboard, cans, plastics [1], [2], and [5] into the Yellow-lidded recycling bins in the basement (please note cardboard boxes must be broken down).
- Polystyrene must go in the General Waste (red-lidded bins) as this is not recyclable.
- Glass bottle can be placed in the three glass recycling bins (Green-lidded) – there is one for Clear, Brown and Green glass.
- General waste can be placed in the rubbish chute, or into the Red-lidded bins in the basement.
- There is also a food waste bin in the basement.

Pets:

- There is a NO PETS policy at Mount Central Apartments unless you have written permission from the Body Corp. If you do have permission, your pet must be on a leash when in the building common areas. No pets are to be in or around the pool or gym.

A reminder: All owners are responsible for managing their tenants and Air BnB guests