



**Body Corporate No. 308927**  
86 – 88 The Strand, Parnell

### **Operational Rules**

- 1. Interpretation of terms, and rules binding on owners, occupiers, employees, agents, invitees, licensees and tenants**
  - a) Terms defined in the Unit Titles Act 2010 ("Act") have the same meaning in these rules as they have in the Act, unless the context otherwise requires.
  - b) These rules are binding on all owners and occupiers of units in the unit title development as well as the employees, agents, invitees, licensees and tenants of all owners and occupiers of units in the unit title development.
  - c) "Owner" has the same meaning in these rules as it has in the Act, and for the purposes of these rules it also includes occupiers of a unit in the unit title development and the employees, agents, invitees, licensees and tenants of all owners 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 interfere with the reasonable use or enjoyment of the common property by other Owners or obstruct any lawful use of the common property by other Owners.
  
- 3. Damage to common property**

An Owner of a unit must not damage or deface the common property.
  
- 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 and 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.
  - b) Any part of the common property that is used as an entrance or access way 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. Common Facilities**

The Common Facilities are provided for the benefit of all Owners and occupiers. Owners shall respect the mutual rights of other Owners and occupiers to use the Common Facilities and to peaceably enjoy their Unit and the Common Property. The Body Corporate or the Committee may make and amend rules for the use of the Common Facilities which rules shall be observed by all Owners at all times. The following foundation rules shall apply (subject to amendment) to the following Common Facilities:

  - a) The external swimming pools, spa pool and tennis court (together with the areas immediately surrounding the external swimming pools and spa pool) and the internal Lap Pool, Spa Pool, Sauna, Gymnasium/Fitness Centre and surrounding areas may be used only between the hours nominated from time to time by the Body Corporate and not otherwise.
  - b) The external swimming pools, spa pool, tennis court, and the internal Lap Pool, Spa Pool, Sauna, Gymnasium/Fitness Centre and surrounding areas may only be used by an Owner and invitee of an Owner, or Occupier.
  - c) Children under the age of 14 years may only use the amenities as detailed in Clause 5a and 5b if accompanied and supervised by an adult
  - d) Running, ball playing, noisy or hazardous activities are not permitted in any of the external swimming pools, spa pool, tennis court (other than tennis balls) and the internal Lap Pool, Spa Pool,

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Sauna, Gymnasium/Fitness Centre (excluding using equipment for its intended purpose) and all surrounding areas.

- e) An owner shall not without proper authority from the Committee operate, adjust or interfere with the operation of any equipment associated with the external swimming pools, spa pool and internal Lap Pool and Spa Pool or add any chemical or any other substance to the external swimming pools, spa pool or internal Lap Pool and Spa.
- f) An owner shall not without proper authority from the Body Corporate interfere with the normal operation of the BBQ as prescribed in the "Manufacturer's Users Guide".
- g) An owner shall not without proper authority from the Body Corporate interfere with the normal operation of the Sauna as prescribed in the "Manufacturer's Users Guide"
- h) An owner shall not without proper authority from the Body Corporate interfere with the normal operation of any equipment in the Gymnasium/Fitness Centre as prescribed in the "Manufacturer's Users Guide".

#### **6. 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; and
  - iv. ensure that any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park.
  - v. park only on the car park/car parks allocated on the Title to that unit.
- c) Visitors Parking
  - i. An owner (as opposed to an invitee of an owner) of a Unit must not park in the Visitors Car park for longer than 30 Minutes.
  - ii. Invitees of owners maximum stay shall not exceed Three Hours other than when staying overnight between the hours of 6:00 pm and 6:00 am the following morning and for no more than three (3) consecutive nights.
- d) Contractors Parking
  - i. An owner may only allow a visitors car park to be used by a Contractor having made prior arrangements with the Building Manager.
- e) 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, 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.

#### **7. 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.

#### **8. Signs and notices**

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

#### **9. Rubbish and pest control**

An Owner of a unit:

- 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;

- b) must dispose of rubbish and recycling material promptly, hygienically and tidily using properly secured and sealed rubbish bags and ensure 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 any vermin, pests, rodents and insects.

**10. Cleaning and replacing glass**

- a) An Owner of a unit must ensure the unit is kept clean at all times.
- b) 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.
- c) No items in windows to be visible from the exterior of the building (i.e. from the roadside on The Strand).

**11. Lawns and gardens on common property**

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.

**12. 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.
- c) An Owner shall not use, operate or interfere with in any way, the Irrigation System, Plant or Equipment.

**13. Washing**

An Owner of a unit:

- a) shall not 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 that are externally visible above the hand rail of the Balcony; and
- c) shall not cover or hang or drape any clothes, washing, bedding, towels or other items over the balcony walls.
- d) 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.

**14. Security and ventilation equipment**

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

**15. 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.

**16. Noise, behavior and conduct**

An Owner of a unit shall not make or permit any noise or carry out or permit any conduct or behavior, in any unit or common property, which is likely to interfere with the use and quiet enjoyment of the unit title development by other Owners.

**17. Pets**

- a) With the prior written approval of the Body Corporate Committee, owners in residence may only keep one small domestic cat or dog in their apartment. The fully grown dog must not exceed 35cm tall to the top of its withers. They must also not be kept or taken onto a common area except for the express purpose of moving between outside the complex and the Owner's apartment. When outside the apartment the cat/dog must either be carried, in a cage or on a leash at all times. No other animals are allowed
- b) Notwithstanding rule 17(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 pet permitted under rule 17(b) and (c) must ensure that any part of a unit or the common property that is soiled or damaged by the pet must promptly be cleaned or repaired at the cost of the Owner.
- d) An Owner of any dog permitted under rule 17(b) and (c) must ensure that the dog is controlled at all times, and if it is found to be causing a nuisance then at the discretion of the Body Corporate can be evicted.

**18. 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, or devices, 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 owner, occupier or tenant of the unit to which the security card or device security key or security code relates;
- c) not duplicate or permit to be duplicated any electronic security cards or device, security keys or security codes to a unit or common property; and
- d) notify the Body Corporate as soon as reasonably practicable if rules 18(b) or (c) are breached.
- e) If any Security Cards need to be replaced then a fee of \$50 including GST will be charged.
- f) Complete in full, upon arrival at The Mirage, the Security Input Form and return the Security Input Form within 48 hours to the Building Manager or Body Corporate C/- Letter Box Number 208, Building 88. Any changes that occur to the original information provided on the Security Input Form must be advised by email or in writing to the Building Manager or Body Corporate within seven (7) days of that change occurring.

**19. 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.

**20. 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. Lift Key and Protective Curtains can be obtained from the Building Manager.

**21. Hazards, insurance and fire safety**

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.

**22. Emergency evacuation drills and procedures**

An Owner of a unit must cooperate with the Body Corporate (and/or Building Manager) during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures. In the event of an audible alarm sounding all Owners must promptly vacate the building in an orderly manner and report to the nominated evacuation assembly point. No Owner can re-enter the building until authorized to do so by the Officer in Charge of the NZ Fire Service or the Building Manager or Body Corporate.

**23. 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.

**24. Leasing a unit**

An Owner of a unit, or appointed Rental Manager:

- 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, phone number, and all other details as included on the Security Input Form 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 24 (b) and (c).

**25. Contractors and Interior Maintenance**

- a) An Owner of a Unit shall be responsible for the interior maintenance and decoration of the Owner's Unit.
- b) Any works must not interfere or compromise the structural integrity of the Unit and/or building
- c) 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.
- d) Contractors must liaise with the Building Manager or other person appointed by the Body Corporate as to suitable hours of work, storage of building materials and removal of discarded items.



- e) Contractors must liaise with the Building Manager or other person appointed by the Body Corporate as to the prior availability of a visitor's car park.
- f) Work areas must be screened for dust and safety in accordance with all building, council and health and safety requirements.
- g) An Owner may, subject to the approval of the Body Corporate or Building Manager, nominate and employ tradespersons for the purpose of repairing and making good any part of that Owner's Unit in an emergency.

Nothing in this Rule shall prevent an Owner from employing an interior decorator for the purpose only of decorating or redecorating the interior of any Unit.

#### **26. Smoking**

An Owner of a Unit must not smoke anywhere on the Property, except when outside, at least 4 meters away from the front entrance doors.

#### **27. Breach of Rules**

- a) Where the Body Corporate spends money as a result of a breach of the Act or of the Rules by any Owner/Occupier, or invitees of any Owner/Occupier, the Body Corporate shall be entitled to recover the amount so spent as a debt in any action in any court of competent jurisdiction from the Proprietor together with the Body Corporate's legal costs (on a solicitor/client basis).
- b) Any breach of the Rules may incur a \$50.00 Penalty for each offence. This amount can be reviewed at the discretion of the Body Corporate.
- c) The Body Corporate may charge at its discretion a "Building Manager, Call Out Fee" for any matter outside of reasonable normal hours caused by an owner requiring the attention of the Building Manager.
- d) Any Breach of Rules may also result in the access to the Recreational Facilities be denied.

#### **28. Living @ The Mirage**

All Owners must read and understand the Living @ The Mirage Handbook as it covers "day to day" matters whilst Living at Mirage especially regarding the safety and welfare of all "residents". A copy of Living @ The Mirage is available upon request from the Building Manager, a copy is on display in the Lobbies of Buildings 86 and 88 and on [www.themirage.co.nz](http://www.themirage.co.nz).

#### **29. Balconies**

- a) All owners must ensure that plants etc do not exceed the height of the Handrails on the Balcony of a Unit, at the discretion of the Body Corporate.
- b) Owners must ensure that the drains on the Balconies are kept clear of debris at all times to ensure sufficient drainage of water.

#### **30. Drugs and Illegal Substances**

An owner of a Unit must not bring on to or consume on the premises, or be under the influence while on the property any drugs or illegal substances. As per the resolution passed at the AGM on 19<sup>th</sup> September 2011, the Body Corporate is authorised to engage the services of drug dog services in the common areas as required. Any matters relating to the breach of this rule will be directed to the NZ Police or appropriate authority.

#### **31. Building Manager**

The Body Corporate will engage the services of a Building Manager. The Building Manager will be responsible for the day to day control and maintenance of the building and surrounds. Any Owner should, in the first instance, refer any problems in relation to the common property to the Building Manager.

