

OPERATIONAL RULES FOR BODY CORPORATE S77068

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, 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 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 access way 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, 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.

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. 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.

13. Floor coverings

Except in kitchen, laundry, toilet or bathroom areas of 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 be reasonably be expected by the Owner of another unit.

14. Noise, behaviour and conduct

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.

15. Pets

- 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 clause (a) of this rule 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 clause (a) of this rule or any dog permitted under clause (b) of this rule 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.

16. 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 clauses (b) or (c) of this rule are breached.

17. Moving and installing heavy objects

An Owner of a unit must not without the prior written consent of the Body Corporate, being 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. 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.

19. 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.

20. Hazards, insurance and fire safety

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 good 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.

21. 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 procedures.

22. 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.

23. 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

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, cell phone 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.

24. Prohibited Structures in a unit

An Owner of a unit must not bring onto or erect on common property or on any unit, any container, porta cabin or temporary structure building or shed.

25. Use of unit

An Owner of a unit must not use or permit the unit to be used for any purpose which is illegal or may be injurious or cause or has the potential to cause damage or harm whether physical, economic or otherwise to the common property, any building elements, any infrastructure, or any other unit in the building.

Quote 0187 - Reroof works 11 Garden place Hamilton:

Supply and install. Like for like and added details for improved results. Roofing project management. All future maintenance checks. Colliers quote request numbers 3450, 3452, 3453, 3455, 3458

Water tower Reroof works – Stage 1

Supply and install like for like roofing, internal guttering, cladding and flashings details with added necessary flashings to improve any of the roof works.

- Replacement of existing internal gutter with new Colorcote MagnaFlow .55 gauge internal gutter with a rubber separation barrier, add a drip edge flashing from under roof to new gutter (Currently not installed), with down pipe, rain heads and spreaders onto lower roof.
- Replacement of existing roofing with new Colorcote Magna Flow .55g DD400 roofing and fire rated underlays.
- Replacement of existing flashings from roof to parapet caps with new Colorcote MagnaFlow .55 gauge flashings, parapet caps with underlay. Add soakers to under all parapet cap joins. (Currently not installed)
- Replacement of existing cladding with new Colorcote MagnaFlow .55 gauge DD400 cladding with fire rated underlay.

Penthouse Reroof works – Stage 2.

Supply and install like for like roofing, hip ridges, back trays, caps, aprons and cladding with an added external gutter.

- Replacement of existing flashings, caps under louvre frame like for like with new Colorcote MagnaFlow .55 gauge and rubber separation barrier.
This is an area that needs high attention.
- Replacement of existing roofing with Colorcote MagnaFlow .55 gauge DD400 roofing with fire rated underlay.
The roof assessment showed no initial purlin or frame issues but removing the roof can sometimes reveal issues. All purlins will be checked for any concerns or any potential concerns. Any serious purlin work is tagged out.
- Replacement of existing back trays and small hip flashings with Colorcote MagnaFlow .55 gauge wider hip flashings, detailed with a wider top face to improve weather tightness.
- Replacement of existing cladding with Colorcote MagnaFlow .55 gauge cladding with fire rated underlay. Added drip edge to improve weather tightness.
- Added Colorcote MagnaFlow .55 gauge external gutter with external brackets to the roof to small cladding above penthouse path way, sitting on a new change of pitch flashing. This was a high area of concern on the roof assessment. The existing roof to cladding is an old system which includes prickle caps over the roof ribs which are highly prone to leak. The new system will eliminate the prickle system.

Project work includes:

- Health and safety, sssp and inductions.
- Temporary fencing and pedestrian management.
- Traffic management for all crane ups and project tasks.
- Crane ups for both stages, which are done after hours between the hours of 11pm to 6 am. All tenants and clients to be advised of afterhours work.
- Scaffold installation, each stages scaffold will be for access and edge protection to water tower and penthouse pathway with safety mesh and will be correctly load berried.
- Each stage loading of materials and scaffolding will be correctly load berried in adequate areas but will not be liable for any damage to the structure if accrues. Client is to ensure all roof and building structure is adequate to take the loading of materials, scaffold, and existing materials.
- Safety netting and debris mesh will be installed to penthouse and all roof voids.
- Elevator use, including afterhours.
- No materials or scaffolding to be on any membrane areas.
- Removal and disposal of all existing materials and any old/voided aerials.

Stage durations:

- Water tower to penthouse roof = 3 – 4 weeks weather permitting.
- Penthouse roof to penthouse pathway = 5 – 6 weeks weather permitting.

Sums:

- Quote for stage 1 Water tower
Subtotal = \$119615.50 + gst
Total = \$137557.82 inc
- Quote for stage 2 Penthouse
Subtotal = \$188134.50 + gst
Total = \$216354.67 inc
- Combined Quote
Subtotal = \$307750.00 + gst
Total = \$353912.50 inc

Steel info:

- Colorcote MagnaFlow .55 gauge is a ISO3 marine grade steel with a paint finish. Highly recommend for this project.
- Roofing – DD400 profile – Paint 18 years – Perforation 30 years
- Guttering – Paint 10 years – Perforation 12 years
- Cladding – Paint 15 years – Perforation 25 years