



View Instrument Details

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Affected Computer Registers **Land District**
NA94A/5 North Auckland

Annexure Schedule: Contains 8 Pages.

Signature

Signed by Parisha Mohan Pancha as Applicant Representative on 04/10/2012 03:12 PM

***** End of Report *****

Form 15 — Notice of change to body corporate operational rules

Sections 105 and 106, Unit Titles Act 2010

Unit plan: DP 156398
Body Corporate Number: 156398
Supplementary record sheet: NA94A/5

Background

By special resolution on 21 August 2012, Body Corporate 156398 resolved that the operational rules set out in Schedule 1 to the Unit Titles Regulations 2011 apply to it, and that they be amended (ss 105, 106 Unit Titles Act 2010).

Notice

The Body Corporate gives notice that the Body Corporate 156398 operational rules are adopted and modified as specified in the schedule of amendments.

The changes have been made in accordance with an ordinary resolution pursuant to s106 of the Unit Titles Act 2010 at the Body Corporate Annual General Meeting held on 21 August 2012.

Schedule of amendments

REVOCATIONS

The operational rules set out in Schedule 1 to the Unit Titles Regulations 2011 are hereby revoked.

ADDITIONS

The following rules are hereby added to the body corporate schedule of rules:

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~~Mixed Use Model~~ Operational Rules
(version 2)

- 1. Interpretation of terms, and rules binding on owners, occupiers, employees, agents, invitees, customers, 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, customers, 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.

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- 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(d); 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

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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, life 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, life 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.~~

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~~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 occupants 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).

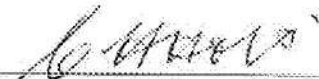
Date: 26 September 2012

SIGNED by the Body Corporate
Chairperson in the presence of:



Signature of Chairperson

Witness to signature:



Signature of witness
(Body Corporate Committee Member)

C H HOLT

Name of witness

RETIRED

Occupation of witness

TAURANGA

City/town of residence of witness

Note

Only amendments or additions to the body corporate operational rules that relate to those matters mentioned in section 106(1)(a) and (b) of the Unit Titles Act 2010 may be made. Any amendment or addition must comply with section 106(2) and (4) of that Act.