

**Operational Rules  
Under Unit Titles Act 2010**

**Body Corporate 133633**

**10 Dent Place, Papakura**

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**Operational Rules**

These operational rules replace the Schedule 1 rules included in the Unit Titles Regulations 2011 and are in addition to those requirements outlined in the Unit Titles Act 2010.

(Rules that may be amended by Majority Resolution)

**1. INTERPRETATION**

- 1.1 Terms defined in the Unit Titles Act 2010 ("Act") have the same meaning in these rules as they have in the Act, unless the context otherwise requires.
- 1.2 These rules are binding on all owners and occupiers of units in the unit title development as well as the employees, agents, invitees, licensee's and tenants of all owners and occupiers of units in the unit title development.
- 1.3 "Owner" has the same meaning in these rules as it has in the Act, and for the purposes of these rules it also includes occupiers of a unit in the unit title development and the employees, agents, invitees, licensee's and tenants of all owners and occupiers of units in the unit title development, unless the context otherwise requires.
- 1.4 "Manager/Secretary" means the company, or individual/s that provides the services of an administrator and performs the delegated duties of the Chairperson or Committee as appointed by the Body Corporate from time to time.

**2. LEASING A UNIT**

- 2.1 An Owner 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.
- 2.2 The Body Corporate may require the Owner to pay a bond to the Body Corporate to ensure compliance with these rules by the tenant.

**3. COMMON UTILITIES & SECURITY**

- 3.1 An Owner shall not:
  - (a) Tamper with the common security or safety system or adjust any security codes without the permission of the Body Corporate;
  - (b) Disclose any common security codes to anyone who is not a resident within the development;
  - (c) Tamper with any utility services or equipment relating to the common property, or another unit including water, power, gas or any other related supply;

- 3.2 The Owner shall use his/her best endeavours to protect and keep safe the unit and any property therein and shall securely fasten all doors and windows to his/her unit on all occasions. If the unit is left unoccupied, the Body Corporate or its agents shall have the right to enter the unit to secure the same;
- 3.3 An Owner shall observe and perform all rules and regulations relating to the security of the unit title development as the Body Corporate shall from time to time prescribe.

**4. RESTRICTIONS ON USE OF UNITS**

- 4.1 An Owner of a unit (including any accessory unit) shall not:
- (a) Use or permit his/her unit to be used for any purpose other than in the case of Residential property for Residential accommodation (as directed on the original plan), or in the case of commercial property Retail/Office/Warehouse (as directed on the original plan).
  - (b) Permit a use that is illegal, noise some, noxious, not compliant with local authority requirements, or may be injurious to the reputation of the unit title development or of the Owners or occupiers of units, or which may interfere with the general management of the unit title development.
  - (c) Use or permit his/her unit to be used for any purpose other than Retail/Office/Warehouse/Factory as directed on the original plan, or which is illegal, or may be injurious to the reputation of the unit development or of the Proprietors or occupiers of units, or which may interfere with the general management of the unit development ("unit development" shall mean the land on which the principal units, accessory units, common property and future developments are situated). In particular no unit shall be used for motor vehicle wrecking or disassembling, nor as a sauna and/or massage and/or escort agency and/or prostitution and/or brothel, adult sex shop or similar or associated activity;
  - (d) Hold any auction or garage sale or liquidation sale in any part of the Owner's unit or common property without approval of the Body Corporate such approval shall not be unreasonably withheld;
  - (e) Bring, do or keep anything in his/her unit which shall increase the rate of fire insurance on the unit title development or any property on the land or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the property on the land or the regulations or ordinances of any public authority for the time being in force;
  - (f) Use any chemicals, burning fluids, acetylene gas or alcohol in any lighting or heating of the premises nor in any other way cause or increase the risk of fire or explosion in his/her unit;
  - (g) Bring anything into his/her unit that, due to its weight, nature or description, will impose or cause any stress or strain or weight likely to damage, weaken or cause movement or structural defect in any part of the unit title development;
  - (h) Have (in the case of residential units) more than two permanent residents per bedroom, without the prior written approval of the Body Corporate.

- 4.2 The Body Corporate will not permit the use of the unit or any other part of the property for the purposes of operation of a brothel or the provision of commercial sexual services, escort agency or the operation of the business of prostitution within the meaning of those terms as contained in the Prostitution Reform Act 2003.

**5. NOISE, DISTURBANCE & CLEANLINESS**

5.1 An Owner shall not:

- (a) Make or countenance any undue noise in or about any unit or common property. This specifically includes noise from use of the common property between the hours of 11pm and 7am. Noise control shall be enforced as per the relevant local body by-laws for residential premises with the modification that decibel readings shall be taken from within the common property of the unit title development rather than from the roadside;
- (b) Use his/her unit or permit it to be used in such a manner or such purpose as to cause an unreasonable nuisance or disturbance to any occupier of any unit or the customers of any such Owner;
- (c) Do or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the entrances, exits, common property or to persons lawfully using the same or carry on any home occupation or other activity which shall increase the traffic flow above that which is expected in a commercial/residential zone;
- (d) Play or have in use any musical instrument, stereo, radio, television, washing machine, clothes drier, waste-master, internal combustion engine or any other machine at any time of the day or night in such manner as to unreasonably disturb, irritate or annoy any occupant in any unit or common property;
- (e) Deposit anything or throw any dust or beat any mat or carpet on or in, or obstruct the use or enjoyment by any other Owners or occupiers of units or the common property, or allow any fire or incinerator to be ignited in or upon the unit, the common property or any part thereof, unless in accordance with such directions as may be given by the Body Corporate from time to time;
- (f) Use language or behaviour in a manner likely to cause offence or embarrassment to any other Owner with normal standards;
- (g) Make any complaint to the council in regard to permitted activities within the business/residential zone, provided such activities are operating in accordance with council regulations and in accordance with any restrictions imposed as part of resource consent.

- 5.2 All units shall be kept clean and maintained in a manner appropriate to quality premises. All practical steps shall be taken to prevent infestation by vermin and/or insects.

**6. USE OF COMMON PROPERTY & ACCESSORY UNITS**

6.1 An Owner shall not:

- (a) Erect any fence, wall, temporary structure, building, shed or other barrier on any unit or accessory unit or part thereof without the prior written consent of the Body Corporate and the immediately adjacent unit Owners. Any fence for which consent is given shall be of such design as is specified by the Body Corporate for such fences. Any existing or approved fence, wall, temporary structures, building, shed or other barrier shall not be painted, or stained without first obtaining the approval of the Body Corporate as to colour. Any fence, wall, or other barrier installed under this rule, or installed as part of the original development shall not be removed or altered without first obtaining the approval of the Body Corporate;
- (b) Obstruct any of the pathways and driveways on the land or any easement giving access to the land by any of the Owners or occupiers of the units or use by them for any other purpose than the reasonable ingress and egress to and from their respective units or accessory units;
- (c) Obstruct nor deposit nor throw anything on any path, road or entranceway nor damage nor dirty any part thereof. No maintenance or repair work shall be carried out on any motor vehicle, boat, or apparatus in any such places or common property;
- (d) Use the common property or unit in such a manner as to unreasonably interfere with the use and enjoyment thereof by other Owners and their customers and visitors. Should this be disputed and where a committee has been appointed the judgement of the committee majority shall be accepted, otherwise the manager shall make such a determination;
- (e) Cut, trim, prune or damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common property or use for his/her own purposes as a garden any portion of the common property except with the prior written consent of the Body Corporate;
- (f) Allow an accessory unit garden or courtyard to become overgrown with weeds, or be kept in an untidy state. Should this be disputed and where a committee has been appointed the judgement of the committee majority shall be accepted, otherwise the manager shall make such a determination;
- (g) Plant any variety of trees, shrub or plant which would or would be likely to adversely affect the light or view of any unit;
- (h) Store or leave anything on the common property or in any of the accessory units except in any area or areas that may from time to time be designated for that purpose by the Body Corporate;
- (i) Place any rubbish or rubbish bin (except on the day of collection where necessary) on any common area or in any part of his unit visible from the common area except in those areas specifically designated for that purpose by the Body Corporate;
- (j) Use any common area rubbish bin for household or commercial purposes;
- (k) Erect or display any sign on the common property or in any accessory unit without prior written permission of the Body Corporate;

- (l) Smoke in the common areas of the building.

## 7. CAR PARKING

### 7.1 An Owner shall not:

- (a) Park or stand any vehicle on the common property or in any car park except those accessory units designated to the relevant unit on the unit plan or in an accessory unit belonging to another Owner who has granted permission for a vehicle to be parked there;
- (b) Store any vehicle that is not in running condition in any accessory unit or on the common property, nor carry out any repair work on the vehicle;
- (c) Park any vehicle in any car park designated as a "disabled car park" without displaying relevant identification;
- (d) Permit any shipping container or similar to be placed on the common property or on any accessory units without the permission of the Body Corporate. If such permission is granted the Owner must ensure that damage to the common property surface is prevented;
- (e) Park any vehicle on the common property or an accessory unit that leaks diesel, petrol or other fluid which may stain or damage the surface of the common property or accessory unit.

- 7.2 If a breach of rule 7.1 occurs, the Owner of the vehicle may be liable for any towing, cleaning or repair costs reasonably incurred by the Body Corporate.

## 8. EXTERIOR OF UNITS

### 8.1 An Owner shall not:

- (a) Permit the exterior of his/her unit to be painted or refurbished except where approved by the Body Corporate, approval shall not be unreasonably withheld.
- (b) Exhibit, paint, affix, display or put on any part of the outside of any unit any signage that does not comply with any current signage scheme that has been approved by the Body Corporate with the following exceptions:
  - (i) one standard sized real estate sign to be placed in the window of any unit for sale/lease; or
  - (ii) any other signage which has been approved by the Body Corporate;
- (c) Hang, install or display in such a way as to be visible from the common property or roadway any articles or material that may detract from the quality and tidy appearance of the unit title development (including, without limitation, washing lines, air-conditioning units and advertising banners);
- (d) Affix wireless and television aerials, dishes or security equipment without the prior written permission of the Body Corporate;
- (e) Erect external blinds nor hang curtains or blinds visible from the outside of the unit unless those curtains have a backing of such colour and design approved by the Body Corporate. In giving such approval the Body Corporate shall ensure so far as practicable that curtain backing used in

- all units presents a uniform and orderly appearance when viewed from the outside of the unit title development;
- (f) Permit air conditioning units, heat pumps, extractors or other appliances or machinery to be erected or attached to the windows or exterior of the building without the consent of the Body Corporate. Any unauthorised installations of this type must be removed at the cost of the Owner of the respective unit.
- 8.2 An Owner shall, when, in the opinion of the Body Corporate, a need arises, replace at the Owner's own cost any blinds, awning or curtains in that Owner's unit.

**9. PROCEDURE AND MANAGEMENT**

- 9.1 The Body Corporate may make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, safety and cleanliness of the units and the common property and the conduct of the Owners and all occupiers and visitors who shall at all times observe and perform such rules and regulations.
- 9.2 The Body Corporate shall have the right to require the Owner of any unit to perform, from time to time, fire or disaster drills and observe all necessary and proper emergency evacuation procedures and the Owner shall cooperate with the Body Corporate in observing and performing such rules and procedures.
- 9.3 All requests for consideration of any particular matter to be referred to the committee of the Body Corporate shall be directed to the Manager/Secretary in the first instance and not the Chairperson or any members of the committee.
- 9.4 Owners shall not directly instruct any contractors or workmen employed by the Body Corporate unless authorised to do so.
- 9.5 For the purpose of ensuring adequate and proper control and management of units and the common property at all times, every Owner shall use his/her best endeavours to ensure that all visitors, invitees, servants, employees, agents, children, licensees and tenants are aware of these rules.
- 9.6 These Rules shall be interpreted with the reasonable latitude necessary to enable an Owner or occupier or the developer, who shall be in the course of permitted construction or development in their unit, to carry out and complete such works, notwithstanding that they may temporarily interfere with the peaceful enjoyment of the other units.

**10. DAMAGE TO UNITS**

- 10.1 The cost of repairs to or rectification of any damage or blockage resulting to the waste pipes and drains, water apparatus from misuse or negligence shall be borne by the Owner who caused the damage, regardless of whether the damage was caused by their own actions or those members of their household, or their servants, agents, tenants or invitees.
- 10.2 An Owner or occupier of a unit shall give the Body Corporate prompt notice of any accident to or defect in the water pipes, gas pipes, electrical installations, and fixtures of the unit which comes to their knowledge. The Body Corporate shall



**13. ADDITIONAL RULES**

13.1 An Owner or occupier or his/her servants, agents, tenants and invitees of any unit shall not:

- (a) Permit any shipping container or similar to be placed in or on an accessory unit, or common areas designated specifically for parking for longer than 7 days without the express permission of the body corporate and that when such permission is granted all practical steps must be taken to ensure that damage to the common property surface is prevented;
- (b) All skip bins must remain inside a Principal Unit except on the day of empty and all steps must be taken to ensure that when temporarily left in or on the common area, or an Accessory Unit for empty the bin does not prevent, nor inhibit the normal ingress and egress from the driveway to, and from a Principal Unit or Accessory Unit