

**Operational Rules  
Under Unit Titles Act 2010**

**Body Corporate 117404**

**24 Sir William Avenue, East Tamaki**

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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.

### **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) Except as permitted otherwise in writing by the Body Corporate permit a unit to be used as a workshop or office for panel beating, marine and/or vehicle painting, structural steel fabrication, concrete product manufacturing, boat building, motor repair and/or wrecking, tow truck operation, mechanical repairs, plastic recycling, disassembling and/or storage and/or sale of used vehicle parts, Internet café or chat-room facility, open yard hire or industrial premise, metal forging or smelting or melting process, undertaker or funeral or chapel services, or storage of dangerous or bio-hazardous goods or materials;
- (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) 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;
- (g) 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) 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;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) Use language or behaviour in a manner likely to cause offence or embarrassment to any other Owner with normal standards;
- (f) 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 permanent storage except in rear yard areas allocated to each Owner only; temporary shipping container or similar usage is acceptable.
  - (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) 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);
- 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 have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they deem necessary to the safety and preservation of the unit title development as often as may be necessary.
- 10.3 All windows shall be kept clean and if broken or cracked shall be promptly replaced by the Owner or occupier of the unit at their expense with the new glass of the same or better quality and weight as the original.

## **11. ANIMALS**

- 11.1 An Owner of a unit must not, without the prior written consent of the Body Corporate or its committee, bring or keep any animal or pet in any unit or the common property. Any such animal so approved is conditional on the following:
- (a) Such animal or pet does not interfere with the quiet and reasonable enjoyment of the other owners or occupiers or create a nuisance;
  - (b) Any such animal or pet that creates a nuisance in the opinion of the Body Corporate shall, if the nuisance continues, after one letter of warning from the Body Corporate, be removed from the property permanently at the request of the Body Corporate;
  - (c) The keeping of such an animal or pet does not breach any regulations of the territorial authority, or be a breach of the Act;
  - (d) The Owner or occupier notifies in writing the body corporate secretary of the existence of such animal or pet.

## **12. MISCELLANEOUS**

- 12.1 An Owner shall not:
- (a) Restrict light or air to adjoining units, nor cover or obstruct any lights, skylights, windows, or other means of illumination of the common property or of other units generally;
  - (b) Other than at such times and only as the Body Corporate shall authorise, use or permit to be used for the receipt, delivery or other movement of any goods or articles in bulk or quantity, such parts of the unit and the common property as the Body Corporate may from time to time permit and the occupier will comply with all reasonable requirements of the Body



Corporate in regard to such matters AND in particular where there is a service entry to the unit will not take any goods into the unit except through such service entry.