

PURIRI PARK VILLAGE (BODY CORPORATE S71010) - OPERATIONAL RULES

1. Definitions and Interpretation

1.1 Definitions

In these Rules, unless the context otherwise requires:

- (a) "the Act" means the Unit Titles Act 2010 and includes any statutory modification amendment or re-enactment of that Act.
- (b) "Body Corporate" means body corporate S71010 at Puriri Park Village.
- (c) "Village" means the Puriri Park Village development shown on DPS71010.
- (d) "Building Elements" and "Infrastructure" shall have the meanings provided in the Act.
- (e) "Body Corporate Committee" means the committee from time to time appointed by the Body Corporate pursuant to the Act, Regulations and these Rules.
- (f) "Common Property" shall have the meaning provided in the Act.
- (g) "Proprietor" means a person registered as the owner of a Unit on the unit plan of the Village, a person who occupies a Unit in the Village and a mortgagee who is in possession of a Unit in the Village unless these Rules provide otherwise.
- (h) "Regulations" means the Unit Titles Regulations 2011 and includes any statutory modification amendment or re-enactment of those Regulations.
- (i) "Rules" mean the Body Corporate operational rules of the Village.
- (j) "Unit" means a principal unit owned by a Proprietor and includes the accessory unit shown on the unit plan which is designed for use with the principal unit.

1.2 Interpretation

In these Rules unless the context otherwise requires:

- (a) Words importing one (1) gender includes the other gender and as the context requires, the neutral gender;
- (b) Words importing the singular or plural include the plural and singular respectively; and
- (c) Headings and marginal notes are inserted for the sake of convenience and ease of reference only and do not form part of the context and shall not affect the construction or interpretation of these Rules.

2. Duties of a Proprietor

In addition to the obligations on a Proprietor under the Act and Regulations:

2.1 Rubbish

- (a) A Proprietor shall dispose of rubbish and recycling material hygienically and tidily and shall not allow rubbish or recycling material to become a nuisance or cause offensive odours to any other Proprietor.
- (b) Rubbish and recycling material shall be stored totally within the confines of the Proprietor's

Unit and shall not be left on Common Property except in areas designated by the Body Corporate for rubbish collection.

2.2 Noise

A Proprietor shall not make or permit any noise likely to interfere with the reasonable use or enjoyment of the Village by other Proprietors and all musical instruments, radios, stereo equipment, television sets and the like shall be controlled so that the sound arising therefrom shall be reasonable and not cause annoyance to the other Proprietors;

2.3 Unit repairs

- (a) A Proprietor shall repair and maintain his Unit and keep it in good order to ensure that no damage or harm, whether physical, economic or otherwise, is, or has the potential to be, caused to the Common Property, any Building Element, any Infrastructure, or any other unit in the Village.
- (b) A Proprietor is responsible for the cost of the repairs and maintenance under clause 2.3(a).
- (c) A Proprietor shall permit the Body Corporate or its agents or servants at all reasonable hours to enter into and upon his Unit for the purposes of obtaining any report, undertaking any work required pursuant to the provisions of the Building Act 2004 (or any subsequent Act or amendment thereof) or as reasonably required for the enjoyment and preservation of the Village.

2.4 Colour schemes

A Proprietor shall not make alterations to the colour scheme or appearance of the exterior of his Unit without first obtaining the written consent of the Body Corporate;

2.5 Signs and notices

A Proprietor shall not affix or display any signs, advertisements, notices, posters, placards, banners or like matter from his Unit;

2.6 Animals and Pests

- (a) A Proprietor shall not keep any animal or bird in or around his Unit or the Common Property without the prior approval in writing of the Body Corporate.
- (b) A Proprietor shall keep the Unit free of any vermin, pests, rodents and insect infestation.

2.7 Common Property

- (a) A Proprietor shall not damage or deface the Common Property.
- (b) A Proprietor shall not interfere with the reasonable use or enjoyment of the Common Property by other Proprietors.
- (c) A Proprietor shall not park or drive on the Common Property unless the Body Corporate has designated it for car parking or the Body Corporate has provided prior written consent.
- (d) A Proprietor shall observe and comply with and procure the observance and compliance of his visitors, agents, servants and any other persons having dealings with him of the safety, care, operation, cleanliness and use of the Unit and the Common Property and the preservation of good order, safety and comfort and enjoyment of the occupants thereof and visitors thereto as may from time to time be in force and effect.

2.8 Activities in units

A Proprietor shall not permit the use of his Unit for any purpose which may be illegal or injurious to the reputation of the Village or of the Proprietors of the Village or which may interfere with the general management of the Village.

2.9 Smoke and fire

A Proprietor shall not light or allow to remain lit any brazier, bonfire or incinerator or create smoke which may be an annoyance to other Proprietors.

2.10 Aerials, satellites and antennas

A Proprietor shall not erect, fix or place any device such as an aerial, satellite dish, antenna, clothesline or similar device on or to the exterior of his Unit or on or to Common Property without the prior written consent of the Body Corporate.

2.11 Windows

A Proprietor shall keep all windows clean and if broken or cracked shall promptly replace the window at his expense with fresh glass of the same or better quality and weight the window being replaced.

2.12 Water services

A Proprietor shall not use any water, sewage, drainage or other plumbing system for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water, sewage, drainage and other plumbing system arising from misuse or negligence shall be borne by the Proprietor whether the same is caused by his own actions or those of his servants, tenants or invitees.

2.13 No Dangerous Substances

A Proprietor shall not bring onto, use, store, or do, in a Unit or any part of the Common Property anything that increases the Body Corporate insurance for the Village; may conflict with the laws and/or regulations relating to fires; creates a hazard of any kind; or affects the operation of fire safety devices and equipment or reduces the level of fire safety in the Village.

2.14 Alterations

A Proprietor may make alterations, additions or improvements ("Works") to his Unit providing:

- (a) The Works are within the Unit boundary;
- (b) The Body Corporate is notified of the Proprietor's intention to carry out the Works before they are commenced; and
- (c) The Works do not materially affect any other Unit or Common Property or alternatively the Body Corporate has given the Proprietor written consent to carry out the Works despite the material affect on another Unit or Common Property.

2.15 Notice of accidents and defects

A Proprietor shall give the Body Corporate Committee prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations, fixtures, Building Elements, Infrastructure or any building within the Village within a reasonable time of it coming to his attention.

2.16 Emergencies

A Proprietor shall cooperate with the Body Corporate during any emergency drills and shall observe and comply with all emergency procedures.

2.17 Leasing a unit

A Proprietor of a Unit must:

- a) Provide any tenant/s or occupier/s of the Unit with a full copy of the Body Corporate Operational Rules and any future amendments to them;
- b) Provide the Body Corporate with the full name/s, phone number/s and email address/es of all tenants or occupants of the Unit (in writing) and promptly notify the Body Corporate of any changes to such details (in writing);

- c) Not permit the leasing of their Unit for a term of less than three months without the express written consent of the Body Corporate which may be given or withheld in its sole discretion.

3. Mandatory Powers and Duties of the Body Corporate

In addition to the obligations on the Body Corporate under the Act and Regulations, the Body Corporate shall:

- (a) Comply with all laws and legal requirements relating to Common Property and any assets owned by the Body Corporate;
- (b) Obtain any necessary reports under the Building Act 2004;
- (c) Manage, maintain, and keep in a good state of repair the Common Property and any assets owned by the Body Corporate or designed for use in connection with the Common Property;
- (d) Maintain, repair, or renew all Building Elements and all Infrastructure that relate to or serve more than one (1) unit.

4. Optional Powers and Duties of the Body Corporate

The Body Corporate may:

- (a) Enter into any agreement with a Proprietor of any Unit for the provision of amenities or services by the Body Corporate to the Unit or to the Proprietor;
- (b) Grant to a Proprietor of a Unit or to anyone claiming through him any special privilege (not being a lease) in respect of the enjoyment of part or parts of the Common Property provided that any such grant shall be determinable by a special resolution of the Body Corporate;
- (c) Enter into any legal arrangement that a natural person could, except as provided for in the Act or any other law, such legal arrangement may include, but is not limited, to an arrangement for:
 - (i) The maintenance and upkeep of the Common Property and any assets owned by or vested in the Body Corporate;
 - (ii) Anything else which the Body Corporate agrees as necessary or desirable having regard to the operational and management requirements of the Body Corporate.
- (d) Settle and approve schemes for the exterior colour schemes of the Units;
- (e) Delegate its duties or powers to a Body Corporate Committee by written notice and special resolution and in accordance with the Act;
- (f) Require the Village Proprietors from time to time to perform fire drills and observe all necessary and proper emergency evacuation procedures;
- (g) Recover any costs incurred by the Body Corporate in carrying out any repair, maintenance, or act that it is required or authorised to do, by or under the Act, or by or under any other law, if the works substantially benefit one (1) or more Units. Costs are recoverable from the owner/s of the Unit/s which derive a benefit from the Body Corporate repair, maintenance or act.

5. Body Corporate Consent

Where a Proprietor seeks the consent of the Body Corporate or Body Corporate Committee to a matter addressed in these Rules, or any other matter, such consent shall not be unreasonably or arbitrarily withheld. In considering a request for its consent, the Body Corporate or Body Corporate Committee may take into account any information or consideration it believes relevant to the matter

for which consent has been sought.

6. Committee of the Body Corporate

For the purposes of this clause, an occupier of a Unit or mortgagee in possession of a Unit is not considered a Proprietor.

In addition to the Body Corporate Committee's obligations under the Act and Regulations, the Body Corporate Committee shall:

6.1 Members

Consist of such number of Proprietors, not being fewer than four (4), as is fixed from time to time by the Body Corporate by ordinary resolution at an annual general meeting.

6.2 Election of Committee Members

- (a) The members of the Body Corporate Committee shall be elected at each annual general meeting to hold office until the close of the next annual general meeting provided that a Body Corporate Committee member does not resign or is not removed from office by ordinary resolution of the Body Corporate at an extraordinary general meeting.
- (b) Candidates for the Body Corporate Committee must disclose all conflicts of interest before elections at an annual general meeting.

6.3 Quorum

- (a) The quorum necessary for the transaction of the business of the Body Corporate Committee shall be 50% of the Body Corporate Committee.
- (b) A Body Corporate Committee member is excluded from the quorum and cannot vote if that member has not paid their Body Corporate levies and other amounts that are from time to time payable to the Body Corporate in respect of their Unit.

6.4 Maintaining a Quorum

If the number of Body Corporate Committee members is reduced below the number which would constitute a quorum the Body Corporate Committee must issue a notice of intention to hold an extraordinary general meeting under the Regulations for the purpose of electing a new Body Corporate Committee member.

6.5 Voting

Any matters at a meeting of a Body Corporate Committee must be decided by a simple majority of votes.

6.6 Conflicts of interest

- (a) Body Corporate Committee members must disclose any conflicts of interests that arise during their term as a Body Corporate Committee member.
- (b) A register of conflicts of interest must be kept and completed when necessary.

6.7 Secretary/Administrator

- (a) A secretary or administrator (who may or may not be a proprietor) may be appointed by the Body Corporate at the annual general meeting for such term, at such remuneration, and upon such conditions as it may approve.
- (b) The functions of the secretary or administrator shall be to keep proper books reflecting a full, true and complete account of the affairs and transactions of the Body Corporate and to carry out such other functions as may from time to time be specified by the Body Corporate or Body Corporate Committee.

7. Dispute Resolution

Where any question, dispute or difference arises between a Proprietor and the Body Corporate concerning or in any way arising out of these Rules, no party may commence any Court or arbitration proceedings relating to any such dispute or difference unless that party has first complied with the procedures set out in the following provisions of this Rule:

7.1 – Where any dispute arises between the parties concerning or in any way arising out of these Rules or the performance of any party in relation to these Rules or in respect of the circumstances representations and conduct giving rise thereto the party initiating the dispute must provide written notice of same to the other party and the parties must meet forthwith and negotiate in good faith with a view to resolving the dispute.

7.2 – If the parties are unable to resolve the dispute in accordance with the preceding Rule 7.1 within five (5) working days (as that term is defined in the latest edition of the Auckland District Law Society/Real Estate Institute Agreement for Sale and Purchase of Real Estate) (time being strictly of the essence) of notice being given under the preceding Rule 7.1 either party may give the other party notice that it requires the dispute to be determined in accordance with the remainder of this Rule 7 and nominate in that notice the first party's representative for the negotiations. The other party must within three (3) working days (time being strictly of the essence) give notice to the first party naming that other party's representative for the negotiations. Each representative so nominated shall have authority to settle or resolve the dispute.

7.3 – If the parties are unable to resolve the dispute by discussion and negotiation within five (5) working days (time being strictly of the essence) of the last of the notices to be served in accordance with the preceding Rule 7.2 then the parties must immediately refer their dispute to mediation.

7.4 – The mediation must be conducted in accordance with the terms set out in the standard LEADR New Zealand Inc. Mediation Agreement. The mediation must be conducted by a mediator who has been agreed upon by the parties within five (5) working days (time being strictly of the essence) of the dispute being referred to mediation in accordance with the preceding Rule 7.3 at a fee also to be agreed between the parties. Failing such agreement between the parties, the mediator will be selected and his fee determined by the chair for the time being of LEADR New Zealand Inc.

7.5 – If the dispute remains unresolved after the mediation, then the dispute must be submitted to the arbitration of a single arbitrator agreed on between the parties or failing agreement to be nominated by the president for the then time being of the New Zealand Law Society. The arbitration shall be conducted in accordance with the Arbitration Act 1996 and the provisions of the Second Schedule of that Act shall apply.

7.6 – Nothing in this Rule shall preclude or prevent either party from taking immediate steps to seek urgent interlocutory relief before an appropriate Court.

8. Severability

If any part of these Rules are held in any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining Rules which shall remain in full force.

9. Adoption of Rules by Ordinary Resolution

Pursuant to sections 105 and 106 of the Unit Titles Act 2010 the Puriri Park Village Body Corporate S71010 resolved, by ordinary resolution, to revoke the default operational rules in Schedule 1 of the Unit Titles Regulations 2011 and adopt the operational rules provided herein.