

Body Corporate 528600

Operational rules of Body Corporate 528600 that may be amended, added to or repealed pursuant to Sections 105 and 106 of the Act.

1. Interpretation

1.1 In these Rules unless the context otherwise requires:

"Act" means the Unit Titles Act 2010 or any amendments to it.

"Accessory Unit" has the meaning set out in the Act.

"Building" means the whole of the building comprising any part of the Principal Units, Accessory Units and Common Property as shown on the unit plan.

"Carpark Unit" means Accessory Units 14A, 15A, 16A, 19A, 20A, 21A, 27A, 28A, 29A, 35A, 40A, 41A, 45A, 46A, 49A, 50A, 51A, 52A, 53A, 54A, 55A, 56A and 57A.

"Common Property" shall have the meaning set out in the Act.

"Common Access Way" means that part of the Common Property identified as "CW" on the unit plan.

"Land" means the land located at 117 Buckley Avenue, Hobsonville and comprised in records of title 854616 to 854633 (North Auckland Registry).

"Occupiers" includes Proprietors, tenants, licensees and persons under the control of the same.

"Original Developer" means Sunderland A Development Limited Partnership.

"Principal Unit" means the principal Units in the Building being Units comprised in records of title 854616 to 854633 (all North Auckland Registry).

"Proprietor" means the registered proprietor of a Unit and where relevant includes Occupiers and persons under the control of a registered proprietor or Occupier.

"Rules" means and includes the operational rules of the Body Corporate contained herein as amended from time to time by the Body Corporate.

"Unit" has the meaning set out in the Act, and where the context permits includes Accessory Units of such Units situated in the Building.

"Vehicle" includes, without limitation, a motorcycle or scooter.

“Water Reuse Tanks” mean the communal water re-use tanks situated under the Water Tank Areas.

“Water Tanks Areas” means those areas comprising Accessory Units 14A, 15A, 16A, 19A, 20A, 21A, 27A, 28A, 29A and 35A on the Land.

“Weight Restriction” means 2500kgs or 13kN point load or such other weight notified to the Proprietors of the Water Tank Areas by the Body Corporate from time to time.

- 1.2 The headings to Rules appear for ease of reference only and shall not affect their meaning or interpretation.
- 1.3 Where these Rules provide for the prior approval or consent of the Body Corporate to be obtained, then except as otherwise expressly provided for in these Rules, the Body Corporate’s consent or approval shall not be unreasonably or arbitrarily withheld.

2. Duties of Proprietor

- 2.1 Without in any way limiting the provisions of the Act:

Allow Access

- (a) A Proprietor must permit the Body Corporate (or its agents or servants) at all reasonable hours (except in the case of emergency when entry can be at any time) to enter into and upon the Unit for any of the following purposes:
 - (i) Investigating the cause of and/or deactivating any security alarm, fire alarm or other loud noise generating device sounding in the Unit;
 - (ii) Ensuring compliance with any easement, covenant, encumbrance or interest registered against the computer freehold register for the Land, the Unit and/or the supplementary record sheet;

Maintain Unit

- (b) A Proprietor must not do any of the following work without the prior written approval of the Body Corporate:
 - (i) Tint, decorate or attach film or otherwise alter the exterior windows of the Unit;
 - (ii) Erect any television aerial, satellite dish, radio mast, antennae, fan or mechanical unit of any type on the exterior of the Building;

- (iii) Paint, affix or display any sign, advertisement, notice, nameplate, poster, placard, banner or like matter lettering or other mark to or on any part of the Common Property of the Building, **provided** the Original Developer shall be entitled to erect signs advertising the Units for sale or lease without being required to obtain the Body Corporate's prior approval;

Procure Compliance with Rules

- (c) A Proprietor must procure compliance with the Rules by the Occupier's visitors, invitees, agents, servants or tenants and by the Occupiers of the Unit;

Directions of the Body Corporate

- (d) A Proprietor must comply with all reasonable directions of the Body Corporate or its representatives to assist the Body Corporate comply with statutory or regulatory requirements, including participating in trial evacuations;

Comply with Laws

- (e) A Proprietor must comply in all respects with all interests, easements, covenants and/or encumbrances registered against the Land, the Unit and/or the supplementary record sheet.

2.2 A Proprietor shall not:

Nuisance

- (a) Park nor allow nor cause any other person to park or place any Vehicle or other obstruction on the Common Property other than in a place designated for the purpose by the Body Corporate;
- (b) Cause or allow anything to be done in the Unit (including, without limitation any Accessory Unit) which may be or become a fire hazard;
- (c) Use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating a Unit (including, without limitation, any Accessory Unit), nor in any other way cause or increase the risk of fire or explosion in a Unit or Accessory Unit;

Exterior

- (d) Erect, install or affix to the exterior of the Unit signage, shutters, blinds or awnings without the prior approval of the Body Corporate;

- (e) Alter the appearance, surface, colour, decoration or design of the exterior of the Unit including, but not limited to, the affixing of signs, without the prior approval of the Body Corporate;
- (f) Erect or hang curtains and / or blinds visible from the outside of the Building unless the backing visible from the outside of the Building is of such a colour, design and quality which complies in all respects with the design guidelines implemented by the Body Corporate from time to time;
- (g) Place, install or affix any furniture or any other item to the exterior of the Unit (including decks) which is visible from the outside of the Building unless such furniture or other item is of such colour, design and quality which complies in all respects with the design guidelines implemented by the Body Corporate from time to time and the Proprietor shall ensure that any such approved furniture or any other item is securely fastened in place at all times so as to minimise noise and to avoid such furniture or item becoming a nuisance or annoyance to another Proprietor or Occupier of the Building or a danger to members of the public on the footpath and/or road outside the Building;
- (h) Hang any clothing, bedding or other articles on the outside or from the windows and/or balconies of the Unit;
- (i) Erect, install or place any clothes drying apparatus (whether permanent, temporary or portable) on any part of the windows, balconies, patio and/or garden of the Unit.

2.3 A Proprietor shall not:

Roof

- (a) Access or procure persons under their control to access the roof without the prior consent of the Body Corporate (other than where the roof forms part of a Principal Unit or Accessory Unit);

Use of Accessory Units

- (b) Object to the temporary access over any unoccupied Carpark Units or Accessory Units by the Body Corporate or their agents or servants for the purposes of obtaining access to Common Areas or other Accessory Units for the purposes of attending to repairs and maintenance. In particular (but without limitation) the Proprietor shall not object to the use of Accessory Units or any unoccupied Carpark Units for the purposes of accessing Common Property providing access to the exterior of the Building or for the purposes of attending to maintenance of the Common Property;

Common Property

- (c) Cause any loss, injury or damage to any part of the Common Property;
- (d) Obstruct, install, store or place anything on any part of the Common Property and shall not obstruct, install, store or place anything on any area providing access to the Land;
- (e) Bring or permit to be brought onto the Common Property any Vehicle or object which shall cause or be likely to cause damage to the services of the Common Property, or to any improvements on or under the Common Property;
- (f) Leave rubbish or recycling material anywhere on the Common Property, except in the designated areas;
- (g) Interfere with the reasonable use or enjoyment of the Common Property by other owners or Occupiers;

Bicycles

- (h) Leave, place or store any bicycle on any of the balconies, decks, porches, patios, shared entrance areas or any part of the Common Property.

Animals

- 2.4 (a) Except as provided in Rule 2.4(b), a Proprietor or Occupier must not raise, breed or keep dogs, cats, birds or other animals in any Unit. This provision shall not apply in respect of guide dogs.
- (b) A Proprietor or Occupier may raise and keep no more than a maximum of 2 dogs or 2 cats or 2 other commonly domesticated household pets that are not dangerous or annoying to any other Proprietor or Occupier. Any departure from the provisions set out in this Rule 2.4(b) shall be subject to the prior approval of the Body Corporate.
- (c) Each permitted pet must be kept in the Proprietor's or Occupier's Unit at all times, except when it is under the controlled supervision of the Proprietor or Occupier or a person authorised by the Proprietor or Occupier in areas designated for the purposes of leaving or entering the Building. Without limiting the provisions of this clause, all dogs must at all times while outside of the Unit be kept on a leash and, if required from time to time by the Body Corporate, be muzzled.

- (d) Without limiting Rule 2.4(a) and (b), a Proprietor or Occupier may not raise or keep any dog which is in whole or in part, or resembles in whole or in part, the Pit-bull Terrier, the Japanese Tosa, the Dogo Argentine or the Fila Brasileiro breeds or any other potentially aggressive or noisy breed of animal as determined by the Body Corporate from time to time.
- (e) If at any time a pet becomes a nuisance or annoyance to another Proprietor or Occupier of the Building, the Body Corporate may (in its discretion acting reasonably) cause the offending pet to be permanently or temporarily removed from the Unit and/or Building.
- (f) The Proprietor or Occupier who owns a permitted pet under rule 2.4(b) must ensure that any part of a Unit or the Common Property that is soiled or damaged by the pet must promptly be cleaned or repaired at the cost of the Owner.

3. Use

General Provisions Regarding Use

- 3.1 Notwithstanding any other provision contained in these Rules, a Proprietor shall not:
- (a) Use or permit the use of any Unit for the purposes of operation of a brothel or the provision of commercial sexual services or the operation of the business of prostitution within the meaning of those terms as contained in the Prostitution Reform Act 2003;
 - (b) Use or permit the use of any Unit for any probation, detention service, security service, prison or police station;
 - (c) Use or permit the use of any Unit for any purpose which may be illegal or injurious to the reputation of a Proprietor and/or any of the Units owned by a Proprietor (either singularly or collectively);
 - (d) Use or permit an Accessory Unit or the Common Property to be used in such a manner as unreasonably obstructs or interferes with the use and enjoyment thereof by another Proprietor or any other Occupier(s) of the Building;
 - (e) Use or permit a Unit to be used for any purpose other than for residential use. If a Proprietor or Occupier wishes to use a Unit for other uses, it shall first obtain the prior written consent of the Body Corporate, provided always that the predominant use of such Unit remains residential. If consent is given that consent may at any time be withdrawn, revoked or modified with or without the imposition of any conditions required by the Body Corporate.

Carpark Units

- 3.2 Proprietors and Occupiers of the Carpark Units and persons under their control shall:
- (a) Not use or allow to be used a Carpark Unit for any other purpose than the parking of Vehicles;
 - (b) Not use the Carpark Unit or permit it to be used for storage;
 - (c) Ensure that any Vehicle parked in the Carpark Unit is parked within the boundaries of the Carpark Unit;
 - (d) Comply with Rules 6.1 to 6.4 (inclusive) if the Carpark Unit is above the Water Tank Areas.

Shared Accessory Unit

- 3.3 Proprietors of jointly owned Accessory Units shall each be responsible for a proportion of the cost of repairs and maintenance to that Accessory Unit, such proportion being determined on the basis of their respective ownership share in the Accessory Unit, unless a Proprietor (or someone under its control) causes any such damage or requirement for repairs or maintenance in which case that Proprietor shall be responsible for all of the resulting costs. Proprietors of jointly owned Accessory Units shall comply with Rules 2.3(c) to (h) (inclusive) as if that Accessory Unit was Common Property, except to the extent agreed otherwise between all of the owners of that jointly owned Accessory Unit.

Common Property

- 3.4 A Proprietor or Occupier shall adopt a high standard of behaviour at all times when using or enjoying the Common Property and shall not do or cause to be done any activity which is offensive, obnoxious or objectionable so as to offend other Proprietors or Occupiers or interfere with the rights of such other Proprietors or Occupiers to use and enjoy the Common Property.

4. Noise

- 4.1 A Proprietor will not:
- (a) Remove any sound insulation material fitted to the Unit during construction without immediate replacement of the same, including without limitation, any carpet, underlay and/or acoustic ceiling fitted to the Unit unless such carpet is replaced with carpet, underlay and/or acoustic ceiling with the same or better acoustic properties when compared with the original carpet, underlay or acoustic ceiling;

- (b) Make or permit any objectionable loud noises in the Building or upon the Land or interfere in any way with the peaceable enjoyment of another Proprietor or any Occupier(s) of the Building, or of any person lawfully using the Common Property;
- (c) Breach any noise control regulations or the terms of any local authority permits or licences in relation to the operation of a business from the Unit;

4.2 A Proprietor of a Unit shall:

- (a) Ensure all musical instruments, radios, stereo equipment, television sets or any other electronic device or instrument are controlled so that the sound arising there from shall be reasonable in the circumstances and not cause annoyance to any other Proprietor or any other Occupier(s) of the Building;
- (b) Ensure that any social gathering in the Unit shall not generate noise which unreasonably interferes with the peace and quietness of any other Proprietor or any other Occupier(s) of the Building, at any time of day or night;
- (c) Ensure that agents, guests and invitees leaving the Unit after 11.00pm are required by the Proprietor to leave quietly;
- (d) Ensure that the Proprietor (and any person under the Proprietor's control) returning to the Building late at night or in the early hours of the morning do so quietly;
- (e) Ensure that in the event of any unavoidable noise in the Unit at any time, the Proprietor shall take all practical means to minimise annoyance to other Proprietors or any other Occupier(s) of the Building;
- (f) Not use or allow to be used any loud speakers outside of the Unit unless otherwise approved in writing by the Body Corporate;
- (g) Ensure that chairs and stools used on tile flooring have rubber or felt pads to the underside of all legs.

5. Common Access Way

- 5.1 All Proprietors are entitled, at all times, to pedestrian, vehicular and bicycle access over and across the Common Access Way.
- 5.2 The Body Corporate must keep and maintain the Common Access Way in good order and repair unless any damage is caused by the deliberate act of a

Proprietor, in which case, that Proprietor will be responsible for the costs of repairing the Common Access Way.

6. Water Reuse Tanks

6.1 The Body Corporate must:

- (a) Keep and maintain the Water Reuse Tanks in such good order and repair to ensure their efficient operation (and in accordance with Auckland Council's requirements, including as set out on the Consent Notice registered against the Record of Title for each Unit);
- (b) Install and maintain signs in a visible position on or in the vicinity of the Water Tank Areas to caution the relevant Proprietors from time to time of the Weight Restriction.

6.2 A Proprietor of a Water Tank Area must permit the Body Corporate (or its agents or servants) at all reasonable hours (except in the case of emergency when entry can be at any time) to enter into and upon the Accessory Unit for any reasonable purpose associated with the Water Reuse Tanks (including, without limitation, to facilitate any repair and maintenance required pursuant to Rule 6.1(b)).

6.3 No Proprietor will, nor will permit any other person to:

- (a) Park or drive any Vehicle over; or
 - (b) Place any machinery, equipment or other item on,
- the Water Tank Areas in contravention of the Weight Restriction.

6.4 If a Proprietor breaches Rule 6.3, that Proprietor will be responsible for the costs resulting from such breach, including (but not limited to) the cost to repair any damage to the Water Reuse Tanks.

7. Cleaning and Replacing Glass

7.1 A Proprietor 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.

8. Rubbish

8.1 A Proprietor will:

- (a) Keep the Unit clean and maintained to a high standard. All practical steps will be taken to keep the Unit free of any vermin, pests, rodents and insects;

- (b) Not allow any waste, rubbish or litter to accumulate in or on the Unit or on the Common Property;
- (c) Not burn any waste, rubbish or litter in the Unit or anywhere in the Building or on the Land;
- (d) Ensure that all rubbish and recyclable items are placed in the rubbish bins, to be stored in the designated rubbish collection areas for each Unit;

9. No Dangerous Substances

- 9.1 A Proprietor shall not bring to, do or keep anything in the Unit which shall increase the rate of fire insurance on the Building 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 Building or any property on the Land or the regulations or ordinances of any public authority for the time being in force.

10. Burglar Alarms

- 10.1 A Proprietor shall take reasonable precautions to ensure that burglar alarms are not activated unnecessarily or so as to cause disturbance or inconvenience to another Proprietor or any other Occupier(s) of the Building.

11. No Auctions and Garage Sales

- 11.1 A Proprietor will not permit any auction sale, garage sale or similar activity to be conducted or to take place in their Unit, on the Common Areas in the Building or upon the Land.

12. Removal by Body Corporate

- 12.1 Subject to any restriction imposed or direction given at a general meeting, the Body Corporate may:
 - (a) Remove any motor vehicle (including without limitation, motorcycles and/or scooters) parked in breach of these Rules and recover the costs of any such removal from the Proprietor or Occupier who parked the vehicle or permitted the vehicle to be so parked; or
 - (b) Move any motor vehicle (including without limitation, motorcycles and/or scooters) parked on any part of the Common Property or to any other Accessory Unit to which the Body Corporate or its agent or servant where immediate access is required; or
 - (c) Remove anything installed or placed on the Common Property in breach of the Rules and recover the cost of any such removal from the

Proprietor or other person who installed or placed such thing on the Common Property.

13. Garden Maintenance

13.1 All Proprietors and Occupiers must:

- (a) Maintain their garden, grass, landscaping in accordance with the resource consent plans;
- (b) Obtain the consent of the Body Corporate for any landscaping changes that are not in keeping with the resource consent plans;
- (c) Not alter or damage any gardens, lawns or landscaping on Common Areas.

14. Leases and Tenancies

14.1 Any Proprietor who lets or parts with possession of a Unit shall ensure that:

- (a) The name and address of the lessee or occupier is notified to the Body Corporate;
- (b) The proposed lessee or occupier has received a copy of the Rules;
- (c) The proposed lessee or occupier executes a deed of covenant with the Body Corporate to comply with these Rules; and
- (d) Having regard to the proposed lessee or occupier's reputation and past conduct, the proposed lessee is a suitable tenant for the Building.

14.2 Parting with possession of the Unit shall not release any Proprietor from the obligation to ensure that Occupiers comply with these Rules nor shall it release any Proprietor from liability incurred under the same.

15. Notice of Accident, Defects

15.1 A Proprietor shall give the Body Corporate prompt notice of any accident to, defect in or damage to the Common Property.

16. Emergency Contact

16.1 If the address and telephone number of a Proprietor of a Unit is different from that of or in the Unit then the proprietor shall provide the Body Corporate with the Proprietor's address and telephone number.

17. Invalidity Saving

- 17.1 If it should be determined that a Rule or Rules contained in these Rules is or are invalid, void or unenforceable, all other provisions which are capable of separate enforcement without regard to an invalid, void or unenforceable provision are and will continue to be of full force and effect in accordance with their terms.