

**RULES OF BODY CORPORATE
NUMBER 596153 (NORTH AUCKLAND LAND
REGISTRY)**

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**RULES OF BODY CORPORATE NUMBER 596153
(NORTH AUCKLAND LAND REGISTRY)**

The body corporate rules set out in the First Schedule to the Unit Titles Regulations 2011 are added to by the following rules.

1. FURTHER OPERATIONAL RULES

1.1 Definitions:

In these Rules, unless the context otherwise requires:

Accessory Unit means an accessory unit on the Unit Plan.

Act means the Unit Titles Act 2010 and includes any statutory modification or re-enactment of that Act.

Body Corporate means Body Corporate Number 596153 (North Auckland Land Registry).

Building means the building on the Land.

Common Property means the common property comprised in the Unit Plan.

Council means Auckland Council.

Land means the land that is the subject of the Unit Plan.

Manager means any manager appointed under rule 2.1(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.

Regulations means the Unit Titles Regulations 2011.

Rules means the rules contained in the First Schedule to the Regulations, these rules, and amendments made to these rules from time to time.

Unit Plan means unit plan number 596153 (North Auckland Land Registry).

Unit means a principal unit on the Unit Plan, and:

- (a) unless the context otherwise requires, includes all Accessory Units attached to that unit; and
- (b) in relation to any Owner or occupier, means the unit owned or occupied by that Owner or occupier.

1.2 Interpretation:

- (a) Words importing one gender include the other genders.
- (b) Words importing the singular or plural include the plural and singular respectively.
- (c) Headings are inserted for the sake of convenience and ease of reference only. They do not form part of the text, and will not affect the construction or interpretation of these Rules.

2. POWERS AND DUTIES OF BODY CORPORATE

2.1 Powers and duties of Body Corporate:

- (a) **Exterior painting:** The Body Corporate will apply paint or protective coatings to the exterior of any Unit from time to time if the condition so requires. Any costs incurred may be levied upon the Owner of the Unit and will be payable by that Owner.
 - (b) **Warrant of fitness:** Where the building on the Land has a compliance schedule issued under section 100 of the Building Act 2004 that relates to any service or system contained wholly or partly in the Common Property or on the exterior of the building, the Body Corporate will be responsible for the issue of an annual warrant of fitness for the building as required under section 108 of the Building Act 2004. The cost of compliance with section 108 of the Building Act will be a cost for which the Body Corporate will be entitled to levy each Owner as provided for in the Act.
 - (c) **Manager:** The Body Corporate may by ordinary resolution enter into any agreement with a manager (whether or not incorporated) for a fixed period of time for the carrying out and management of the duties of the Body Corporate at such remuneration and upon such terms and conditions as it may approve.
 - (d) **Colour schemes and landscaping:** The Body Corporate may settle and approve schemes for the exterior colour and landscaping of the Units and for signs to be erected or painted on the Common Property.
 - (e) **Approved level of expenditure:** Any expenditure of over \$10,000, not being expenditure which the Body Corporate is legally obliged or previously authorised to incur, will be referred to a general meeting.
 - (f) **Common Property:** The Body Corporate reserves the right to exclude or evict from any area within the Common Property any person who, in the opinion of the Body Corporate or its Committee, is under the influence of intoxicating liquor, drugs or other substances or who acts in a manner that breaches these rules. This right may be delegated to a Manager, a property manager or a facilities manager.
 - (g) **Common Property:** The Body Corporate reserves the right to close all or some areas within the Common Property as the Body Corporate or its Committee considers necessary for security, maintenance and repair purposes or an event, upon reasonable notice being given in each instance, except in an emergency.
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- (h) **Defects or damage:** The Body Corporate will have authority to make such repairs or renovations as the Body Corporate considers necessary for the safety and preservation of the Units or Common Property (or in the case of an emergency such repairs or renovations as the Body Corporate considers necessary). The Body Corporate will be entitled to recover the costs of such repairs or renovations from the Owner if the act or neglect of the Owner necessitated the repairs or renovations.

3. REQUIREMENTS FOR USE

3.1 Restrictions on Owners of units:

An Owner of any Unit will:

- (a) **Use of Principal Unit:** not use or permit a Unit to be used for any purpose other than for residential use without the prior written consent of the Body Corporate, which consent may at any time be revoked or varied by the Body Corporate, provided that the power of revocation or variation will not be unreasonably or arbitrarily exercised;
- (b) **Use of Accessory Units:** not:
- (i) use or permit the use of any Accessory Unit for any purpose other than the purpose for which the Accessory Unit is designed or constructed; or
 - (ii) store or allow to be stored in any Accessory Unit any combustible or hazardous materials or substances provided that Owners may keep a gas bottle for use with a BBQ in a courtyard or on a balcony or patio if the storage of such gas bottle does not breach Rule 3.1(x);
 - (iii) enclose or allow to be enclosed the Accessory Units which are open as at the date of the deposit of the Unit Plan without first obtaining Council's consent and the Body Corporate's consent; or
 - (iv) in relation to any Accessory Unit that is designated as a storage unit or any storage unit which forms part of the Common Property, store any item(s) in that storage unit that are above the height of the lowest point of the storage unit sprinkler protection mesh or in any way impede or protrude through the storage unit sprinkler protection mesh so as to avoid inadvertently triggering the sprinkler or rendering the sprinkler ineffective; or
 - (v) carry out any vehicle servicing or maintenance in or on any Accessory Unit or Common Property;
- (c) **Use of Common Property:** not:
- (i) cause any loss, injury or damage to any part of the Common Property;
 - (ii) use the Common Property in such a manner as unreasonably interferes with the use and enjoyment of the Common Property by the other Owners and each Owner will be responsible for any
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- loss, damage or injury to such Common Property caused or contributed to by the Owner;
- (iii) 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, assets or improvements set by the Body Corporate from time to time;
 - (iv) obstruct, install, store or place anything on any part of the Common Property or on any area providing access to any part of the Common Property;
 - (v) will not drive, operate or use or permit to be driven, operated or used on the Common Property any vehicle or machinery of a weight or nature which is likely to cause damage to the Common Property, and each Owner will be responsible for any loss, damage or injury to such Common Property caused or contributed to by the use by such Owner of any vehicle or machinery, and will forthwith after any such damage or injury occurs repair or cause such damage to be repaired at the Owner's own cost;
 - (vi) use any Common Property designated as a visitor carpark and will ensure visitor carparks (if any) are only used for a short term by guests of Owners and not by Owners;
- (d) **Obstruction of Access:** not obstruct or allow the obstruction of any pathways and driveways on the Land or any easement giving access to the Land or use or allow the use of such pathways, driveways and easements for any purpose other than reasonable ingress and egress to and from the Unit, and in particular will not allow any car, trailer or boat to be parked or left on any part of the Common Property;
- (e) **No illegal use:** not use or permit the Unit to be used for any purpose which is illegal or which may be injurious to the reputation of any Unit or the development as a whole;
- (f) **Fires:** not allow any bonfire or incinerator to be ignited in or upon the Unit, the Common Property, or any part thereof unless in accordance with directions given by the Body Corporate;
- (g) **Rubbish:** not allow any rubbish or litter to accumulate on any Unit, or part thereof, or on the Common Property, nor dispose of waste anywhere except into bins for removal either on the usual days by the local authority or by independent contractors when required to do so by the Body Corporate;
- (h) **Exterior:** alter the colour scheme or appearance of the exterior of a Unit;
- (i) **Signs:** not erect or paint any notice or sign on the exterior of the Unit or any part of the Common Property;
- (j) **Nuisance:** not use the Unit or any part of the Common Property or permit it to be used in any manner, as to cause a nuisance, annoyance, disturbance, damage or injury to any occupier of any Unit;
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- (k) **Private patios:** not use any patios, balconies or courtyards of the Unit or any Common Property for drying laundry (except for a "floor standing" drying rack that is not visible from the Common Property, any other Unit or any road) or displaying wall hangings or for storage, and not allow any combustible or hazardous materials or substances or any rubbish or unsightly materials or obsolete furniture to accumulate or be displayed on patios or Common Property;
- (l) **Washing:** not erect or affix any washing lines, poles or other such drying apparatus for a similar purpose (either temporary or permanent) outside a Unit or on the exterior of a Unit other than:
 - (i) replacement washing lines for those provided on the exterior of Units as at the date of registration of these Rules with any replacement washing lines to be the same size and type, and in the same location, as the original washing lines; and
 - (ii) drying racks as provided for in Rule 3.1(k).
- (m) **Fences:** not erect any fence, temporary structure, building or shed on any Unit or part thereof, without first obtaining approval in writing of the Body Corporate and the immediately adjacent registered owners to a plan or diagram thereof and such fence, temporary structure, building, or shed will be erected in accordance with such plan or diagram and not paint any fencing without the consent in writing of the Body Corporate;
- (n) **Pests:** not allow the Unit to become infested by vermin or insects;
- (o) **Aerials:** not erect or fix to the Unit any radio or television aerial or antenna or satellite dish without the consent in writing of the Body Corporate;
- (p) **Smoke Free environment:** not smoke or deposit cigarette butts in or on any part of the Common Property and must ensure that any tenant, sub-tenant, tradesperson or visitor complies with this requirement;
- (q) **Blinds, awnings and curtains:** not
 - (i) without the written consent of the Body Corporate, hang on any window visible from outside the Unit any curtains, blinds or louvers except for roller blinds the same as those provided by the original developer so as to maintain a uniform and orderly appearance when viewed from outside the Units; or
 - (ii) erect external blinds or awnings.

The Owner will as often as the need will arise (in the opinion of the Body Corporate) replace at the Owner's own cost any curtains, blinds or louvers in the Unit;
- (r) **Floor coverings:** not cover any floor space in the Unit with anything other than covering or treatment that at a minimum meets the noise transmission requirements of the district plan so as to prevent noise transmission from the Unit that is likely to disturb the quiet enjoyment that could reasonably be expected by the Owner of another Unit;

- (s) **Pets:** not keep any animals, birds or pets in the Unit without the consent in writing of the Body Corporate (by way of an application for consent made in the form annexed to these Rules or such other form as the Body Corporate may prescribe from time to time), or alter any part of the Unit or Common Property so as to provide for a cat flap or similar point of entry and egress for any pet into any Common Property. A pet may be removed at the Owner's cost should the Body Corporate (or any manager appointed by the Body Corporate), acting reasonably, determine that the Owner's pet is interfering with any other Owner's peaceful enjoyment or causing damage to any Common Property;
- (t) **Contractors:** not permit any contractor that is carrying out any repair, maintenance, addition, alterations or other such work on a Unit to cause more than minimal inconvenience to any other Owner and must ensure that such work is carried out in a proper workmanlike manner;
- (u) **Noise:** not make or permit to be made any objectionable noise in the Unit, or the Common Property, or interfere in any way with the peaceful enjoyment of other Owners, or of any person lawfully using the Common Property;
- (v) **Fire hazards:** not permit anything to be done, or bring, or keep anything in the Unit, which may create a fire hazard, or which may increase the fire insurance premium on the Unit, or which may contravene the fire regulations, or the rules, regulations, ordinances or bylaws of any authority having jurisdiction over the Unit or the services supplied to the Units;
- (w) **Security:** not leave the Unit inadequately secured when the Unit is not occupied and an Owner must at all times comply with the operating and maintenance instructions of any security, fire alarm, air conditioning or ventilation equipment in the Unit;
- (x) **Occupation of Unit:** not allow the Unit to be occupied by any person other than the registered owner, or the registered owner's family, unless that person has a copy of these Rules (and any amendments) and the Manager has been provided with written notice of that person's full name, landline phone number (if any), cell phone number, email address and address for service and the registered owner shall promptly notify the Manager in writing of any changes to such details;
- (y) **Parking:** not:
 - (i) park or leave, nor permit the parking or leaving of, (other than for delivery purposes) any trucks, large commercial vehicles, trailers, boats or any immobile or broken down vehicle on any berm or public road adjoining the Land;
 - (ii) use any Accessory Unit for parking a trailer or boat, and must ensure that any vehicle parked in a parking area or Accessory Unit is parked within the marked lines of the Accessory Unit.

The Body Corporate may at the expense of the vehicle's owner, remove any vehicle that is parked in breach of this Rule and the Body Corporate will not be liable for any damage, loss or costs that occur as a result of that removal;

- (z) **Manager:** not interfere with or obstruct the Manager from performing its duties or interfere with or obstruct the Manager from using any part of the Common Property designated by the Body Corporate for the use by the Manager;
- (aa) **Paved areas / Timber Decking:** not alter any exterior, paved, sealed or decked areas without first obtaining the consent in writing of the Body Corporate. The consent of the Body Corporate will not be required to repair or replace damaged tiles or decking in any Unit with like tiles or decking; and
- (bb) **Water tap:** not use the water tap located on the common property by the bin store for personal use without the prior consent in writing of the Body Corporate. This water tap is intended for building washes, communal garden maintenance and bin wash as required.

3.2 Obligations on use:

An Owner will comply with the following:

- (a) **Fire Drills:** the Body Corporate may require the Owners to perform fire drills, and observe all necessary and proper emergency evacuation procedures, and the Owners will co-operate with the Body Corporate in observing and performing such rules and regulations;
- (b) **Fire Alarm Activation:** an Owner of a Unit may be liable for any costs incurred in the activation of the fire alarm system. This includes the accidental or intentional expelling of smoke from cooking into any Common Property;
- (c) **Fire Walls:** an Owner of a Unit must not penetrate the fire and/or acoustic walls;
- (d) **Damage or Defect:** an Owner must notify the Body Corporate immediately following the Owner becoming aware of any defect, damage, or defilement to the exterior of the Unit or to the Common Property, or any failure or defect in any of the services provided to any of the Units;
- (e) **Damage by Security Personnel:** an Owner must not hold security personnel liable for any damage caused by them to any person or property in carrying out their responsibilities in accordance with the terms of their appointment;
- (f) **Compliance with Security Arrangements:** an Owner must adhere to any security rules and arrangements implemented by the Body Corporate, and ensure that any of the Owner's guests and invitees comply with all such rules and arrangements in respect of the Building. Such rules may, at the discretion of the Body Corporate, include (but not be limited to) the following:
 - (i) the issue of a security key upon conditions, including payment of a deposit;
 - (ii) the right to refuse admission to any person unless prior notice of the identity of that person is given;

- (iii) the right, upon receiving a complaint, to remove any person from the Building or to refuse admission to any person the Body Corporate considers is likely to be a nuisance; and
 - (iv) the right to enter upon any part of the Building for the purpose of maintaining its security;
- (g) **Telecommunications Services:** an Owner must, where a Unit receives the benefit of telecommunications services, pay on demand by the Body Corporate, the Owner's proportion of the cost of providing those services, and the maintenance and upgrade of those services from time to time. If an Owner does not pay such charges, the Body Corporate may, without prejudice to its other remedies, authorise the disconnection of all or any such services provided to the Unit and recover the costs of the outstanding charges from the Owner;
- (h) **Water Services:** an Owner must ensure that all things required for the provision of water supply, drainage, wastewater and sewage services to Units or Common Property are only used for the purpose for which they were designed and constructed and an Owner shall not waste water unnecessarily and shall ensure that all taps in the Unit are turned off after use;
- (i) **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;
- (j) **Air conditioners/heat pumps:** an Owner may replace the existing condenser unit for the air conditioner/heat pump servicing the Owner's Unit, if the replacement condenser unit:
 - (i) is installed in the same location as the unit it is replacing;
 - (ii) is new when installed; and
 - (iii) is installed by a properly accredited tradesperson in a good, workmanlike manner, and as unobtrusively as possible (and an Owner must require an installer to make good any damage caused to the Building or Common Property by the installation);

and, in addition, any additional condenser units installed by an Owner must be within an Owner's Unit and not on the Common Property, and must not be visible from the Common Property, any other Unit or any road;

and, in addition, an Owner must keep the condenser unit (or any replacement unit or additional unit), and its components and related equipment, properly maintained, in a clean and tidy condition and do all things, including (but without limitation) if necessary replacing the condenser unit, to ensure that it operates within the manufacturer's specifications and does not create a nuisance or noise outside the operating parameters set out in those specifications;

- (k) **Accessory Unit power outlets:** an Owner will pay for any power supplied from any electrical power outlet situated in any Accessory Unit owned by that Owner, and if not separately metered the Owner will pay the Body Corporate without delay upon receipt of an invoice from the Body Corporate for that power;

- (l) **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;
 - (m) **Short-term rental accommodation:** an Owner or occupant of a Unit must not use or permit the Unit to be used for any purpose other than as a private residence, and in accordance with the requirements of the District Plan. For clarity the use as a private residence excludes short term accommodation, bed and breakfast accommodation and accommodation facilitated via "Airbnb" or similar operation.
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ANNEXURE**Application Form for Consent to Keep a Small Domestic Animal****Applicant:**

**Residential
Apartment:****Unit** _____**Animal:****Cat / Dog / Bird** (Select one)**Name of pet:**

Breed:

Height of pet:_____ centimetres (*for the actual or anticipated adult height, when measured from floor to top of shoulder*)

I/We, the owner or occupier of the above residential apartment, request consent to keep domiciled within my/our apartment the pet described above. I/We acknowledge and agree that:

- (a) it is my/our responsibility to ensure that the consented pet and any area they may occupy is kept in a clean and tidy condition, and that my/our pet will not interfere with any other occupiers' quiet enjoyment at Park Green or cause damage to any common area;
- (b) my/our pet must be kept on a leash or fully restrained by me/us whenever it passes through any common area;
- (c) I/we will pay for any damage to the common area or any property caused by my/our pet;
- (d) my/our pet must be removed from Park Green at my/our cost should the Body Corporate (or any manager appointed by the Body Corporate), acting reasonably, determines that my/our pet is interfering with any other occupier's peaceful enjoyment of Park Green or causing damage to any common area, and I/we must complete the removal of my/our pet within 21 days of the Body Corporate (or its manager) giving me/us notice requesting its removal);
- (e) this consent is for this pet only and only while I/we are the owners or occupiers of the apartment; and
- (f) this consent does not absolve me/us from compliance with any relevant bylaws.

Signed by the Applicant:

Date:

Consent:**Given / Withheld** (*Body Corporate to delete one*)**Signed on behalf of the
Body Corporate:**

Date:
