



View Instrument Details

Instrument No	13096634.1
Status	Registered
Lodged By	May, Megan Elizabeth
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Instrument Type	Unit Titles Act 2010 - Notice/Change of Rules - s105 &106

Affected Records of Title	Land District
1013749	South Auckland

Annexure Schedule	Contains 13 Pages
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Signature

Signed by Lynette Dianne Taylor as Applicant Representative on 02/09/2024 11:34 AM

***** End of Report *****

Form 15 Notice of change to body corporate operational rules

Section 106, Unit Titles Act 2010

Unit plan: 562098

Body Corporate Number: 562098

Supplementary record sheet: 1013749

Notice

The body corporate gives notice that the body corporate operational rules are changed as specified in the schedule of amendments.

The changes have been made in accordance with an ordinary resolution at the body corporate general meeting held on 15th July 2024.

Schedule of amendments

The Body Corporate resolved at the EGM to remove the following rule:

Use of and Leasing Residential Units

6.3 (a) ensure the lease period is for a minimum of 90 calendar days. Leasing for less than 90 days is prohibited.

Date: 18/08/2024

Signature of body corporate:



Before me:



Full name of witness: Hannah Smyth

Address of witness: 10 Dixon's Line, Bunnythorpe, Palmerston North

Note

Only amendments or additions to the body corporate operational rules that relate to those matters mentioned in [section 106\(1\)\(a\)](#) and (b) of the Unit Titles Act 2010 may be made. Any amendment or addition must comply with section 106(2) and (4) of that Act.

Schedule of Amendments
Body Corporate Operational Rules for Body Corporate 562098
Rawhiti Village

1 Application

- 1.1 These operational rules are binding on the Body Corporate, all Owners, occupiers and registered mortgagees in possession of a Unit in the Unit Title Development and their employees, agents, licensees, lessees, invitees and tenants.

2 Interpretation

- 2.1 In these rules:

- (a) Terms defined in the Unit Titles Act 2010 and any statutory modification or re-enactment of that Act ("Act") and Regulations have the same meaning in these rules as they have in the Act and Regulations unless these rules or context require otherwise;
- (b) Headings are included for convenience and information only and do not form part of the rules;
- (c) References to the singular includes reference to the plural and vice versa and references to the male, female or neuter genders are references to the other genders; and
- (d) References to any action by the Body Corporate or an Owner include references to permitting or causing that action.

- 2.2 The following words have the meanings set out below:

- (a) "Body Corporate" means Body Corporate 562098
- (b) "Commercial Units" means ground level principal units and any associated accessory units;
- (c) "Manager" means any building or property manager contracted, engaged or appointed by the Body Corporate to perform building or property management services under a service contract or any other Owner, person or company responsible for the same matters who has been contracted, engaged or appointed by the Body Corporate for that purpose. If such a person has not or is not contracted, engaged or appointed, the Body Corporate shall be the Manager;
- (d) "Owner" has the same meaning as in the Act and includes an occupier and any mortgagee in possession of a Unit in the Unit Title Development and the employees, agents, invitees, licensees, lessees and tenants of all Owners and occupiers;
- (e) "Rules" means the rules contained in the First Schedule to the Unit Titles Regulations 2011, these rules and any amendments made to any of them;
- (f) "Residential Units" means those principal units and associated accessory units, other

than the Commercial Units;

- (g) "Unit" has the same meaning as in the Act and includes principal units and accessory units as context requires;
- (h) "Unit Title Development" means the principal units, accessory units and common property in the Unit Title Development on unit plan DP562098 (South Auckland Registry) at Rawhiti, Commerce and Kent Streets, Hamilton ; and
- (i) "Vehicle" means any car, small SUV, small van, small truck or motorcycle.

3 Use of Common Property, Facilities and Assets

3.1 An Owner must not:

- (a) interfere with the reasonable use or enjoyment of the common property by other Owners or obstruct the lawful use of the common property by other Owners.
- (b) damage or deface the common property. If the common property is damaged or defaced by an Owner, the Body Corporate shall recover the cost of repairing such damage from the Owner responsible.
- (c) use the common property or any facilities or assets of the Body Corporate for any use or purpose other than that which they were designed and constructed for and must comply with any directions or conditions of use set by the Body Corporate from time to time.
- (d) alter or interfere with the common property, any facilities or assets of the Body Corporate or any building elements or infrastructure. The Body Corporate shall recover the cost of repairing any damage arising out of an Owner's alteration or interference from the Owner responsible.
- (e) Restrict any light or air in any Unit or common property or obstruct or cover any windows, sky lights, lights or other means of illumination of any Unit or common property.
- (f) Drive, operate or use or permit to be driven, operated or used any vehicle or machinery on the common property of a size and weight that is likely to cause damage to the common property and any such damage caused or contributed to shall be paid for by the Owner responsible.
- (g) Use or permit a person to smoke, vape, use illicit drugs, or consume alcohol on the common property;
- (h) Interfere or obstruct the Manager from performing the Manager's duties to the Body Corporate.

3.2 Any part of the common property that is used as an entrance or access way to the Unit Title Development and any easement area giving access to the Unit Title Development shall not be used by any Owner for any other purpose than for entering or leaving the property.

4 Use of Unit Property

- 4.1 An Owner must not use his or her Unit for any purpose that is illegal or that may be injurious to the reputation of the Unit Title Development or any other Owner or that interferes with the reasonable use or enjoyment of any other Unit or the common property by any other Owner. For the avoidance of doubt, this rule prohibits the use of a Unit for a brothel or for prostitution.
- 4.2 An Owner must not use his or her accessory unit for any purpose other than the purpose it is designated for;
- (i) Designation A - Vehicle Parking only
 - (ii) Designation B – Storage only

5 Use of Commercial Units

- 5.1 Owners of Commercial Units must not without the prior written consent of the Body Corporate, which will not be unreasonably withheld, use the Commercial Units for any purpose other than for Retail and commercial enterprises.
- 5.2 Commercial Units must not be open for trade outside the hours of *7.00am* and *11.00pm* without the prior written consent of the Body Corporate provided that the use of any Commercial Unit at any time shall not interfere with the reasonable use or enjoyment of the Residential Units. Owners must provide a full copy of these rules and a full copy of all future amendments to these rules to any occupier(s) of the unit and provide the Body Corporate with contact details including name, cell phone number, email address and address for service for: all lessees, tenants and occupiers; and any letting agent or property manager responsible for the Unit.
- 5.3 Where a business operating from a Commercial Unit is subject to the terms of a consent issued by any local authority, the Sale of Liquor Act 1989 or any other statute, regulation or enactment to which the business is subject (together called "statute") the Commercial Unit Owner must ensure that the requirements of the statute (or the consent as the case may be) and any other requirements for the legal conduct of the business are complied with at all times and must take all reasonable steps to ensure that the business operation does not interfere with the use and enjoyment of the Unit Title Development by other Owners.
- 5.4 Any Owner of a Commercial Unit shall maintain a high quality and tasteful standard in respect of the Commercial Unit and any part of the Commercial Unit to a standard comparable to other high quality business operations situated in Hamilton.
- 5.5 The Owner of any Commercial Unit will at its cost, operate and maintain to the Body Corporate's reasonable satisfaction, extraction fans and associated equipment adequate to prevent odours from the Unit becoming noticeable and/or offensive to other tenants or occupiers, users and customers and other occupiers in the Unit Title Development.

6 Use of and Leasing Residential Units

- 6.1 Owners of Residential Units must not use the Residential Units for any purpose other than as residential dwellings without the prior written consent of the Body Corporate. Such consent may be varied or revoked at any time provided that the power of revocation or variation shall not be unreasonably or arbitrarily exercised.
- 6.2 An Owner of a Unit must not lease their Unit without the prior written consent of the Body Corporate, such consent not to be unreasonably withheld. Such consent may be varied or revoked at any time provided that the power of revocation or variation shall not be unreasonably or arbitrarily exercised.
- 6.3 In addition to obtaining the Body Corporate's consent, an Owner of a unit must comply with the following:
- (a) must provide a full copy of these rules and a full copy of all future amendments to these rules to any occupier(s) of the unit;
 - (b) must provide the occupier(s) with a health and safety induction before the occupier(s) are given access to the Unit.
 - (c) Provide the Body Corporate with contact details including name, cell phone number, email address and address for service for:
 - (i) all lessees, tenants and occupiers; and
 - (ii) any letting agent or property manager responsible for the Unit; and
 - (d) promptly advise the Body Corporate of any changes to those details and must provide the Body Corporate a copy of the letting agreement (if available) should it be requested by the Body Corporate;
 - (e) must not lease a carpark to a person or entity who is not an occupier of a residential unit within the complex.
- 6.4 The Body Corporate may change the rules from time to time. Any Owner who leases their Unit must ensure that those further rules are provided to the occupier.
- 6.5 For the purposes of this clause 6, 'leasing' includes any leasing, renting, licensing or parting with possession of some or all of a unit.

7 Use of Water Infrastructure**7.1 An Owner must not:**

- (a) Use any storm water or wastewater facility, appliance, fittings, pipes or drains including sinks, toilets, waste disposal units, washing machines and dishwashers for any purpose other than the purpose they were designed and constructed for. The cost of repairing any damage or blockages caused by an Owner's misuse or negligent use of any storm water or wastewater facility, appliance, fittings, pipes or drains including sinks, toilets, waste disposal units, washing machines and dishwashers shall be paid for by the Owner responsible; or
- (b) Use water unnecessarily and shall ensure that all taps in his or her Unit or on the common property are promptly turned off after use and that tap washers are replaced as required.

8 Obstruction

- 8.1 All entrances, access ways, driveways, footpaths, halls, corridors, stairs and lifts giving access to, from or within the Unit Title Development must be kept clear and free from obstructions at all times.

9 Car Parking

- 9.1 No Owner occupier shall park any Vehicle on or over the common property unless it is in an area designated for car parking,
- 9.2 An Owner of a Unit that is designated for car parking must ensure that the Unit is only used for car parking and that any Vehicle parked in the Unit is within the boundaries and line markings of the Unit (2.4 m x 5.1 m) as per ground floor plan drawing SK1.
- 9.3 An Owner must not use a Unit that is designated for car parking for storage or any other purpose and must keep the Unit free of rubbish.
- 9.4 An Owner must ensure that visitors to his or her Unit comply with the rules and are aware that non-compliance will result in Vehicles being towed away as per rule 9.5.
- 9.5 The Body Corporate may remove any Vehicle that is not parked in an area designated for parking. The cost of removing any such Vehicle from the Unit Title Development shall be borne by the owner of the Vehicle or the Owner responsible. The Body Corporate shall not be liable for any damage, loss or costs associated with the removal of an offending Vehicle from the common property.
- 9.6 A speed limit of 20kph applies to the development which must be complied with at all times.

10 Gardens

- 10.1 An Owner must not alter or undertake any maintenance of any landscaped or garden areas on the common property.

11 External Appearance

11.1 An Owner must:

- (a) not alter the colour scheme or external appearance of the Unit without the prior written consent of the Body Corporate;
- (b) maintain any plants, garden or ground forming part of the Unit in a neat and tidy condition, free from noxious weeds and trimmed to a height which does not exceed 750mm from the ground level;
- (c) permit the Body Corporate (or its agents or employees) at all reasonable hours to enter the Unit (in the case of default by an Owner) for maintaining any garden or ground pursuant to the rules;
- (d) make no alteration to any paved or sealed areas without first obtaining the consent in writing of the Body Corporate. The consent of the Body Corporate will be required to repair or replace damaged tiles in any Unit with like tiles.
- (e) 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 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.

12 Aerials, Satellite Dishes and Antennae

12.1 An Owner must not erect, fix or place any aerial, satellite dish or antenna on the exterior of any Unit or the common property without the prior written consent of the Body Corporate. The Body Corporate's consent may be withheld or revoked on 14 days' notice if the rights of another Owner are adversely affected by the aerial, satellite dish or antenna.

13 Signs

13.1 An Owner must not erect, fix, paint or place any sign, including any real estate sign advertising a Unit for sale or lease, on the common property or the exterior of any Unit without the prior written consent of the Body Corporate and by first obtaining:

- (a) All statutory or local authority approvals; and
- (b) The Body Corporate's directions as to the position, size, shape, colour and style of sign.

14 Windows

14.1 An Owner must keep all glass in the windows and doors of his or her Unit clean and replace any cracked, broken or damaged glass as soon as possible with glass of the same or better weight, colour and quality.

14.2 An Owner must not cover or coat any window or door in any Unit with aluminum foil or any other reflective or tinting material.

15 Blinds and Curtains

- 15.1 All blinds and curtains and external awnings in all Units must, as far as practicable, present a uniform and orderly appearance when viewed from outside the Unit Title Development.
- 15.2 An Owner must not erect or install any blinds, curtains or awnings without first obtaining the Body Corporate's prior written approval as to the colour and design of the backing of the blinds or curtains. Blinds, curtains and window dressings must have a white backing so that there is a consistent appearance when viewed from outside the units.
- 15.3 An Owner must replace, at their own cost, any curtains, blinds and awnings as and when (in the opinion of the Body Corporate) the need arises.

16 Washing

- 16.1 An Owner must not erect a clothesline or apparatus for a similar purpose on the exterior of his or her Unit (either temporary or permanent) nor hang any clothes or other thing on or from the exterior of the Unit.

17 Floor Coverings

- 17.1 An Owner must ensure that all floor coverings in his or her Unit comply with any soundproofing requirements of the local authority and/or Building Act 2004.
- 17.2 An Owner must not alter any floor coverings in his or her Unit without first:
- (a) Ensuring that such alterations meet the provisions of the Building Act 2004 relating to sound transmission; and
 - (b) Obtaining the Body Corporate's prior written consent.

18 Outdoor Furniture and Plants

- 18.1 An Owner must ensure that the quality, colour and style of all outdoor furniture or other items kept on any deck or outdoor area of his or her Unit is approved by the Body Corporate as being in keeping with the overall appearance of the Unit Title Development when viewed from outside the Unit Title Development. As a guide to obtaining such approval:
- (a) Outdoor chairs and tables shall be of a plain colour and be of a high quality and standard.
 - (b) Barbeques must not exceed sizes prescribed by the Body Corporate from time to time; and
 - (c) Plants shall be of good quality and be well maintained. This rule is to be read in conjunction with Rule 11.1 (b).

19 Animals

- 19.1 An owner shall not keep or allow any animal or "pet" in his or her unit or on common property.
- 19.2 Any Owner or Occupier who relies on a guide, hearing or assistance dog may bring or keep such dog in a Unit and may bring such dog onto the common property but in all respects the owner of that guide, hearing or assistance dog must ensure compliance with these Rules.

20 Noise, Behaviour and Conduct

- 20.1 An Owner must not make any noise, vibration, fume, dust or smell or carry out any conduct or behaviour in any Unit or on the common property which is likely to interfere with the reasonable use or enjoyment of the Unit Title Development by other Owners or which causes a nuisance, annoyance, disturbance or damage or injury to any other Owner.
- 20.2 An Owner must not play music or undertake any other noise-generating activity in any outside area which may interfere with the reasonable use or enjoyment of the Unit Title Development by other Owners after 10pm.

21 Cleaning

- 21.1 An Owner must ensure that both the interior and exterior of the unit are kept clean and tidy at all times so as to protect and enhance the present and future value, desirability and aesthetic appeal of each Unit and the Unit Title Development as a whole. All interior areas of a Unit that are visible from the common property or from public areas, whether through glass, open doors, windows or otherwise, are to be kept clean and tidy at all times.
- 21.2 An Owner of a Unit must keep clean all interior 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.

22 Rubbish

- 22.1 An Owner must dispose of all rubbish and recycling promptly, hygienically and tidily in the bins or areas designated for rubbish and recycling collection; and must comply with any directions as to the disposal of rubbish and recycling given by the Manager or Body Corporate from time to time. Owners must keep all bins or areas designated for rubbish and recycling collection in a tidy state at all times.
- 22.2 An Owner must keep the Unit free of vermin, pests, rodents and insects and shall not let or allow anything to be kept on or accumulated within the Unit or the common property that may cause an infestation of vermin, pests, rodents and insects.
- 22.3 An Owner must not;
- (a) Burn rubbish or recycling on the common property or in any Unit; or
 - (b) Throw or let fall any rubbish or recycling from any window or balcony or into any corridor or passage way.

- 22.4 Notwithstanding rule 22.1, Owners of Commercial Units must not use the rubbish bins which are designated for use by Owners of Residential Units.
- 22.5 The Body Corporate shall recover the cost of removing rubbish or recycling from any part of the Unit Title Development that is not designated for rubbish and recycling collection from the Owner responsible.

23 Storage

- 23.1 An Owner must keep and maintain any storage lockers owned by the Owner of any Unit in a neat and tidy condition. Storage lockers and Units designated for storage must not be used for storing hazardous, flammable or explosive materials.

24 Contractors

- 24.1 An Owner who carries out any repairs, maintenance or other work in any Unit must ensure that any contractor or other such persons is appointed or approved by the Body Corporate prior to the commencement of works or is supervised by the Body Corporate. For the avoidance of doubt, this rule does not apply to interior decorating or redecorating.
- 24.2 An Owner must ensure that any contractor or other person carrying out repairs, maintenance or other work in any Unit causes minimum inconvenience to other Owners and that the work is carried out in a proper workmanlike manner.

25 Health & Safety

- 25.1 Safety is the priority of the Body Corporate and the Body Corporate is committed to achieving zero harm in the Unit Title Development.
- 25.2 All Owners:
- (a) Acknowledge that the Unit Title Development is used by multiple parties and Owners will ensure that they take all necessary precautions to ensure the Health and Safety of all of their contractors, visitors, and users of the Unit and common property;
 - (b) Acknowledges that there may be vehicles, machinery, plant and equipment of various type on or in operation in the Unit Title Development from time to time;
 - (c) Shall take all practicable steps to ensure that their contractors, visitors and users comply with all directions and instructions from the Owner and the Body Corporate;
 - (d) Shall ensure that all of their contractors, visitors, and users are familiar and comply with health and safety policies, and any modifications to those policies that may be introduced by the Body Corporate from time to time;
 - (e) Agrees to co-operate with all other users of the common property for the common purpose of ensuring the safety of all other Owners, users and visitors to the Unit Title Development;

- (f) Shall, as soon as possible after becoming aware that a notifiable event (as defined in the Health and Safety at Work Act (2015) has occurred relating to the Unit or common area, notify Worksafe NZ and the Body Corporate.

26 Heavy Objects

- 26.1 An Owner must not bring onto the common property or into any Unit any object or machinery of such weight, size or nature that it could cause damage, weakness, movement or structural defect to any Unit or the common property without the prior written consent of the Body Corporate. If consent is granted, the Owner must give the Body Corporate 24 hours' notice in writing and only move the heavy object under the Body Corporate's supervision. The Body Corporate shall recover the cost of repairing any such damage from the Owner responsible.

27 Hazards and Insurance

- 27.1 An Owner must not bring onto, use or store anything or undertake any activity on the common property or in any Unit that:
- (a) Creates a hazard;
 - (b) Increases the premium or makes void or voidable any Body Corporate insurance policy;
 - (c) Breaches any enactment or rule of law relating to fire, hazardous substances or dangerous goods or any requirements of the territorial authority; or
 - (d) Affects the operation of fire safety devices or equipment or reduces the level of fire safety in the Unit Title Development.

28 Security, Ventilation and Fire Safety Equipment

- 28.1 An Owner must not install any ventilation or air conditioning equipment on to or through the exterior of his or her Unit that would be visible from the common property or from outside the Unit Title Development without the prior written consent of the Body Corporate.
- 28.2 An Owner must not install any alarm or security equipment in his or her Unit without the prior written consent of the Body Corporate.
- 28.3 An Owner must comply with the operating and maintenance instructions of any security, ventilation and fire safety equipment in his or her Unit at all times.

29 Security

- 29.1 An Owner must:
- (a) Keep his or her Unit locked and all doors and windows securely fastened at all times when the Unit is not occupied and take all reasonable steps to protect the Unit from fire, theft or damage; and
 - (b) Comply with any directions issued by the Body Corporate in respect of the security of the Unit Title Development including:

- (i) The issue of security access keys, cards or codes including the payment of a deposit; and
- (ii) The right to remove from the Unit Title Development or refuse admission to the Unit Title Development any person about whom the Body Corporate has received a complaint.

29.2 An Owner must not duplicate security access keys, cards or codes giving access to the common property and take care that any such security access keys, cards or codes are not lost, stolen or destroyed.

29.3 An Owner must immediately notify the Body Corporate if a security access key, card or code giving access to the common property has been lost, stolen or destroyed.

30 Emergency and Evacuation Procedures

30.1 An Owner must cooperate with the Body Corporate during any emergency or evacuation drills and must observe and comply with all emergency and evacuation procedures.

31 Notice of Damage and Defects

31.1 An Owner must give immediate written notice to the Body Corporate of any damage or defect in any part of the Unit Title Development. The Body Corporate shall be entitled to recover the cost of repairing any such damage or defect from the Owner who caused the damage or defect.

32 Name of Unit Title Development

32.1 The Unit Title Development shall be known as and referred to with the following name and address — Rawhiti Village

33 Powers and duties of Body Corporate

33.1 The Body Corporate reserves the right to take action to remedy a breach of these Rules by any Owner. Should the breach not be remedied following a reasonable notice period (assessed relevant to the level of impact to Owners) to the Owner, the Body Corporate reserves the right to charge all costs associated with remedying the breach plus 10% administrative fee to the Owner responsible for the breach.

33.2 The Body Corporate will paint and redecorate 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;

33.3 Where any building within the Unit Title Development 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 such building, the Body Corporate will be responsible for the issue of an annual warrant of fitness 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.

33.4 The Body Corporate may enter into any agreement with an on-site manager (whether or not

incorporated) for a fixed period of time to be determined by the Body Corporate 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.

- 33.5 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.
- 33.6 Any expenditure of over \$10,000.00, not being expenditure which the Body Corporate is legally obliged or previously authorised to incur, will be referred to a general meeting.