



View Instrument Details

Instrument No	13433305.3
Status	Registered
Lodged By	Horrocks, Page Amelia Hope
Date & Time Lodged	16 Oct 2025 17:04
Instrument Type	Unit Titles Act 2010 - Notice/Change of Rules - s105 &106

Affected Records of Title	Land District
NA126C/380	North Auckland

Annexure Schedule	Contains 12 Pages
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Signature

Signed by Stephanie Gay Harris as Applicant Representative on 16/10/2025 12:16 PM

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

Form 15
Notice of change to body corporate operational rules
Section 106, Unit Titles Act 2010

Unit plan: DP 197236

Body Corporate Number: 197236

Supplementary record sheet: NA 126C/380

Notice

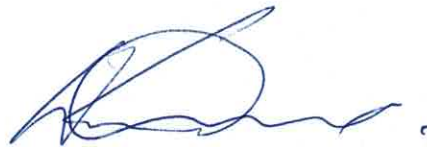
The body corporate gives notice that the body corporate operational rules are changed as specified in the schedule of amendments. The changes have been made in accordance with an ordinary resolution at the body corporate general meeting held on 25 June 2025

Schedule of amendments

The Body Corporate Operational Rules should be those as set out in the attached schedule.

Date: 26.08.25

Signature of Body Corporate Chair:



Before me: P.W. Puller,

Full name of witness: Leonardus Hendricus Ratten.

Address of witness:

16 Latitude East Parkenhamstr. 20 CBD.

**BODY CORPORATE OPERATIONAL RULES
BODY CORPORATE 197236
NORTH AUCKLAND LAND REGISTRY
LATITUDE 37 EAST**

All the previous Body Corporate Rules and amendments instituted under the Unit Titles Act 1972 and registered in the Land Registry at Auckland are hereby revoked and the following Rules substituted in their place.

The Body Corporate Operational Rules pursuant to sections 105 and 106 of the Unit Titles Act 2010 and as prescribed in Schedule 1 of the Unit Title Regulations 2011 are hereby revoked and the following Body Corporate Operational Rules are substituted in their place.

1 APPLICATION

These Body Corporate Operational Rules are binding on the Body Corporate, all Owners, Occupiers and any registered mortgagee in possession of a Unit and their employees, agents, invitees, licensees and tenants. The Body Corporate and Unit owners have the power to enforce the Body Corporate Operational Rules.

2 DEFINITIONS AND INTERPRETATION:

Definitions:

2.1. In these Rules, unless the context otherwise requires:

"Act"	the Unit Titles Act 2010 including any statutory modification or re-enactment of it.
"Estate Manager"	The entity or person(s) engaged by the Body Corporate for the time being to provide administrative, regulatory compliance, and repair, maintenance and capital improvement services.
"Body Corporate"	Body Corporate No. 197236 (North Auckland Land Registry) and/or the Committee or representative (as the case may be).
"Body Corporate Committee"	A committee of principal Unit owners elected by members of the body corporate.
"Building"	the building(s) erected on the Land.
"Building Elements and Infrastructure"	have the meanings as ascribed to those terms in the Act.
"Common Property"	all parts of the Land and/or the building as shown on the Unit Plan as being common property and not being part of a Unit.
"Council"	the Auckland Council or any local or territorial authority that by statute takes over the regulatory functions of the Council in respect to the Building and the Land.
"Garden"	that part of the Common Property with plants, ponds, furniture, watering systems and related equipment.
"Land"	the land which is subject to the Unit Plan.

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"Occupier"	any person including the Owner, or any temporary occupier, e.g. any tenant, licensee or other person residing in or occupying a Unit, or persons under the control of the Owner or Occupier including employees, agents, customers, contractors, and others under an understanding or contract.
"Owner"	has the meaning as ascribed in the Act and where the context so requires includes the Occupier of a Unit and includes a mortgagee in possession of a Unit.
"Pet"	a dog, cat, bird or fish of a type or breed that is not banned by statute in New Zealand and that may be suitably housed and maintained in apartment style accommodation.
"Prostitution"	Business of Prostitution, Brothel, Commercial Sexual Services and Prostitution all have the meanings as ascribed in the Prostitution Reform Act 2003 including any statutory modification or re-enactment of it.
"Short Stay Accommodation"	using all or part of a Unit for short term or casual letting (whether continuous or otherwise) that is not covered by the Residential Tenancies Act 1986 or any amendment or replacement legislation.
"Regulations"	the Unit Title Regulations 2011 including any Regulations made in modification or replacement of the Regulations.
"Rules"	these Body Corporate Operational Rules including any modification subsequently made to them and registered in accordance with the Act.
"Satellite Dish"	Sky satellite dishes or other antenna, aerials or devices designed to receive and/or transmit signals, sound waves, images or data in any form whatsoever.
"Unit"	both principal units and accessory units as defined in the Act.
"Unit Plan"	DP 197236 (plan of units over Lot 2 DP 185478 (North Auckland Land Registry)
"Vehicle"	any vehicle as defined in the Land Transport Act 1998 and includes a car, van, truck, motorbike, scooter, bicycle, trailer or other wheeled conveyance.
"Waste Facilities"	water closets, conveniences and other water apparatus, appliance, fittings, pipes or drains including waste disposal units, dishwashers, sinks and toilets in or serving the Unit.

Interpretation:

2.2 In these Rules, unless a contrary intention appears:

- (a) references to any legislation or to any provision of any legislation shall include any modification or re-enactment of, or any legislative provision substituted for, and all legislation and statutory instruments used under such legislation or such provisions.

- (b) words denoting singular numbers shall include the plural and vice versa.
- (c) words denoting individuals shall include body corporate and unincorporated associations and vice versa.
- (d) words denoting any gender shall include all genders.
- (e) any reference to an Owner shall be deemed to include that Owner's personal representatives.
- (f) headings and marginal notes used in these Rules are inserted for convenience or reference only and do not affect the interpretation of these Rules.

BODY CORPORATE OPERATIONAL RULES:

Owner / Occupier prohibited actions

- 3 An Owner or Occupier of a Unit must not:

Damage, deface, place or obstruct Common Property

- 3.1 damage or deface the Common Property or any structure that forms part of the Common Property, and, without limitation to the general nature of the foregoing, must not place, obstruct or deposit nor throw anything on any path or other area on the Land or in any hall stairway, corridor, lobby entranceway or lift in the Building nor injure nor dirty or deface any part thereof; and must give immediate written notice to the Body Corporate through the Estate Manager of any damage or defect in any part of the Building or Land. The costs of repairing any such damage shall be paid for by the Owner or Occupier responsible.
- 3.2 damage any garden, including any tree, shrub, plant, flower, pond, watering system, furniture or related equipment being part of or situated on the Common Property unless the Body Corporate has otherwise consented, nor use for their own purposes as a garden any portion of the Common Property.
- 3.3 damage or interfere with telecommunications wiring, security systems, access gates and doors and control equipment.

Deposit litter or other matter

- 3.4 leave or deposit litter, rubbish or other waste ("rubbish") or empty bottles, plastic containers, cardboard, paper and other recyclable materials ("recyclables") on the Common Property other than in the rubbish disposal bins located in the areas designated and established for such purpose from time to time by the Body Corporate.

Create noise, vibration, fumes or smell

- 3.5 create noise, vibration, fumes or smell in a Unit (including on decks) or on the Common Property (including the courtyard/atrium, corridors and garage) likely to interfere with the use and enjoyment of the Building or the Land by any other Owners or Occupiers other than for the purposes of repair, maintenance or renovation where any noise, vibration, fumes or smell is not unreasonable, is for a short duration and within reasonable hours.

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Parking of vehicles and access areas

- 3.6 park any vehicle outside the boundaries of a parking space that is part of a Unit, or in a space without the permission of the Owner, or park or load or unload vehicles or containers on the Common Property unless the Body Corporate has designated such area for parking on a casual basis by Owners or Occupiers, or the Body Corporate has otherwise given prior consented to the Owner or Occupier using such part of the Common Property for parking or loading or unloading;
- 3.7 obstruct the pathways, drives or accessways on the Land and any easement giving access to the Land or use them in a manner likely to cause damage or undue wear and tear to any paved or sealed surfaces of them or use them for any other purpose than the reasonable ingress and egress to and from the Building and the Land.
- 3.8 drive any vehicle on any designated driveway, accessway or parking area on the Land at a speed more than 10 km per hour.
- 3.9 use any parking space that is part of a Unit for storage of any kind unless in a storage facility approved by the Body Corporate.
- 3.10 carry out any maintenance or repair work other than minor maintenance work on any vehicle located in any parking space that is part of a Unit or on any other part of the Land.

Interfere with reasonable use

- 3.11 interfere with the reasonable use or enjoyment of the Common Property by other Owners or Occupiers.

Alterations and fixtures to Outer Walls

- 3.12 make any additions or alterations to the Outer Walls or attach or affix any satellite dish, aerial, compressor, cooling/heat exchange or other operating unit, or equipment, device or structure to the Outer Walls or to any other part of the balconies or their glass barrier without first obtaining the written consent of the Body Corporate. Notwithstanding that the exterior walls and the privacy screens of the Unit ("Outer Walls") may be within the Unit, the Body Corporate is nonetheless concerned to protect the structural integrity and weather tightness of the Building and ensure that the installation is conducted in a competent and proper manner and in keeping with the rest of the Building and that the exterior appearance of the Building is maintained in the best possible manner at all times.

Attach devices to the roof

- 3.13 attach or affix any satellite dish, aerial or other device or structure on or to the roof top of the Building or on to any component part thereof without first obtaining the written consent of the Body Corporate it being acknowledged that the Body Corporate is concerned to protect the structural integrity and weather tightness of the Building and ensure that appearance of the Building is maintained in the best possible manner at all times.

Display signage

- 3.14 paint, erect, place, affix or display any signs, advertisements, notices, posters, banners, sandwich boards or like matter or material to or on any part of the Building nor do anything to vary the external appearance of a Unit or the Building without first obtaining the written consent of the Body Corporate it being acknowledged that the Body Corporate is concerned to ensure that the exterior appearance of the Building is maintained in the best possible manner at all times;

Use a Unit for other than residential accommodation

- 3.15 use or permit to be used a Unit for any purpose other than residential accommodation except for Principal Units A, BA, and Principal Unit GGE which may be used for commercial use with Body Corporate approval which shall not be arbitrarily withheld.
- 3.16 use or permit to be used any Accessory Unit which is a locker or parking space for other than storage or parking of vehicles;

Comply with approved appearance of the building

- 3.17 erect external blinds or awnings unless the color and design of those blinds or awnings is approved by the Body Corporate through the Estate Manager. The Body Corporate will not withhold its consent unreasonably or arbitrarily. In giving such approval, the Body Corporate shall ensure as far as practicable that the blinds or awnings used in such units present a uniform and orderly appearance when viewed from the outside of the Building.

Use a Unit for illegal activities

- 3.18 use or permit the use of a Unit for any purpose which may be illegal or injurious to the reputation of the Building or of the Owners or Occupiers of other Units in the Building or which may interfere with the peaceful enjoyment of any other Unit by the Owner or Occupier thereof or which may interfere with the general management and reputation of the Building.

Use a Unit as a Brothel

- 3.19 without limitation to the general nature of Rule 3.15 use a Unit as a Brothel or permit the Business of Prostitution or the provision of Commercial Sexual Services to be carried out in or from a Unit.

Not waste water or misuse waste facilities

- 3.20 waste water (a collective cost), and shall ensure that all water taps in the Unit are promptly turned off after use and tap washers are replaced when required.
- 3.21 use the waste facilities for any purposes other than those for which they were designed and constructed and no sweepings, rubbish cooking oils, fats, wet wipes, sanitary towels, nappies or other unsuitable substances or materials are to be deposited therein. Any damage or blockage resulting from the misuse, negligent use or abuse of such waste facilities must be repaired and made good at the cost of the Owner whether the same is caused by their own actions, or those of an Occupier of the Unit.

Throw objects from Units

- 3.22 throw or allow to fall or permit or suffer to be thrown or fall any paper rubbish refuse cigarette butts or other substances or liquids whatsoever ("waste material") out of the windows or doors or from the balcony of a Unit or from the roof of the building. Any damage or costs incurred in removing any waste material or for the cleaning or repair of the building or any part thereof resulting from a breach of this Rule shall be borne by the Owner or Occupier of the Unit responsible for such action.

Smoke, vape or burn substances in or on the Common Property

- 3.23 smoke or vape or burn substances in or on any part of the Common Property, or allow anyone else to smoke, vape or burn substances there which may be offensive or harmful to the health or enjoyment of another Owner or Occupier, particularly those immediately adjacent.

Use illicit substances

- 3.24 smoke, take, consume, inhale, inject or have on one's person on any part of the Land and/or the building any drug or other substance which by law in New Zealand is illegal or unlawful.

Hang articles from the balconies

- 3.25 hang clothing, bedding or other articles on the windows or balcony balustrades of a Unit or on the outside of the building provided however nothing in this Rule shall prevent an Owner or Occupier from placing clothing, bedding or other articles on drying racks or frames designed for such purpose providing that the items are not visible from outside.

Keep animals and pets

- 3.26 keep any animal (including a pet) unless the consent of the Body Corporate is obtained and the Owner or Occupier of a Unit agrees to be bound by the Rules from time to time determined by the Body Corporate for such purposes.

Do anything to increase Building insurance

- 3.27 bring into, do, store or keep anything in or on a Unit or on the Land which shall increase the insurance premium for insurance on the Building or any other improvement on the Land or which may conflict with the laws and/or Regulations relating to fires or any insurance policy for the Building or other improvement on the Land or the Regulations or ordinances of the Council or any other public authority for the time being in force;

Use dangerous substances

- 3.28 without in any manner limiting the general provisions of Rule 3.27 use, store or keep in a Unit (including lockers) any chemicals, burning fluids, kerosene, acetylene or alcohol in lighting or heating a Unit, nor in any other way cause or increase a risk of fire or explosion in a Unit; and

Cause stress to the building

- 3.29 without the prior written consent of the Body Corporate, bring into or install in or permit or suffer to be brought in or installed in a Unit anything whatsoever of such weight, nature or description as may impose or cause any stress or strain or weight likely to damage, weaken or cause movement or structural defect in the Building or any Building component or structural Element or Infrastructure.

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Owner / Occupier positive obligations

4 An Owner or Occupier of a Unit must:

Dispose of rubbish correctly

- 4.1 dispose of rubbish hygienically and tidily and without limitation to the general nature of the foregoing must properly secure and seal rubbish bags for disposal and shall place and deposit them only in the approved rubbish disposal bins provided for such purpose by the Body Corporate.
- 4.2 dispose of all recyclables in the approved recyclable bins (if any) provided for such purpose by the Body Corporate.
- 4.3 at their own expense, dispose of other rubbish which will not fit into a rubbish disposal bin or is not permitted to be disposed of in a rubbish bin.

Keep all exterior windows and doors in good repair

- 4.4 keep all exterior windows and doors of the Unit clean and in a good state of repair, and if broken or cracked must promptly replace or repair the window or door at their expense with new glass of the same or better quality and otherwise with the same weight, color and tint as at present installed in the Unit.

Parking space

- 4.5 park any vehicle within the boundaries of a parking space that is part of a Unit and keep their parking space(s) clean and tidy and free of all rubbish and if any vehicle parked thereon leaks any oil or other lubricants or substances, immediately clean up and remove the same. Should the Body Corporate clean the area, the costs of cleaning shall be paid for by the Owner or Occupier responsible.

Noise, behavior and conduct

- 4.6 not make or permit any noise or carry out or permit any conduct or behavior, in any Unit or on the Common Property, which is likely to interfere with the use and peaceful enjoyment of the unit title development by other Owners and Occupiers.
- 4.7 not use for personal use any utilities in or on the Common Property (including electricity and water) without the prior approval of the Body Corporate through the Estate Manager.

Maintain security

- 4.8 observe and perform all Rules and Regulations relating to the security of the Building and the Land or amenities located therein as the Body Corporate may from time to time prescribe provided that such Rules and Regulations must not breach the Rules or the Act, and must:
 - (a) do all things necessary to protect the Unit from fire, theft or damage.
 - (b) not copy or duplicate any key, electronic card, code or other device necessary to gain access to the Common Property.
 - (c) not install a lockbox on the Common Property without the written consent of the Body Corporate.

- (d) comply with all conditions associated with the issue of all keys, electronic cards, codes and other devices issued by the Body Corporate, including:
- providing the Body Corporate through the Estate Manager with copies of all keys, electronic cards, codes and other devices necessary to gain entry to the Unit,
 - giving immediate written notice to the Body Corporate through the Estate Manager if a key, electronic card, code or other device necessary to gain access to the Common Property is lost or stolen, and
 - obtaining the written consent of the Body Corporate through the Estate Manager before changing any key or lock.
- (e) obtain the prior written consent of the Body Corporate before installing a security system in the Unit, and if a private or separate security system is installed with the Body Corporate's approval, ensure that:
- the security system is monitored,
 - the alarm is not audible from outside of the Unit, and
 - appropriate arrangements have been made for the monitoring company to access the unit when necessary; and
- (f) cooperate with the removal of any person from the Unit, Building or Land in respect of whom a substantiated complaint against these Rules is made.

Rules for Lessees, Tenants and Occupiers

- 4.9 comply with the Act and the Residential Tenancies Act 1986 or any amendment or replacement legislation, and generally:
- (a) the Owner or their agent to provide a copy of these Rules and emergency procedures to any Lessee, Tenant, or Occupier occupying a Unit (including Short Stay Accommodation);
 - (b) the Owner or their agent to provide the Body Corporate and Estate Manager with the name, phone number, email address and address for service of all Lessees, Tenants and Occupiers and promptly advise the Body Corporate of any changes to those details.
 - (c) the Owner or their agent to provide the Body Corporate and Estate Manager with details and numbers of any allocated carpark(s), locker(s), fob(s) and garage door opener(s) held, occupied or supplied by the Owner or their agent to any Lessee, Tenant or Occupier.
 - (d) for Short Stay Accommodation, the Owner or their agent to provide the Body Corporate and Estate Manager with information as to the number of guests staying in the Unit; and the duration of their stay; and
 - (e) the Owner or their agent to ensure that all Lessees, Tenants and Occupiers occupying a Unit (including Short Stay Accommodation) are restricted to a maximum number of occupants (to be specified in any lease, tenancy agreement, contract or other arrangement) that the Unit can safely accommodate and for which the Unit has proper and facilities.

Participate in evacuation drills

- 4.10 participate in and perform from time to time any fire or evacuation drills undertaken by the Body Corporate or as may be required by the Council or any other authority and observe all necessary and proper emergency evacuation procedures and co-operate fully with the Body Corporate and Estate Manager in observing and performing such Rules and procedures as may be in place from time to time.

Comply with Health and Safety and Hazard Policies

- 4.11 comply with all current health and safety and/or hazard identification and control policies and procedures that have been approved by the Body Corporate, including health and safety surveys and inspections of Units (such as testing of fire alarms and identification of hazards), and complying with policies on notifiable diseases (including COVID 19 and its variants), and give immediate written notice to the Body Corporate through the Estate Manager of any relevant injury to any person suffered in any part of the Building or Land;

Comply with notices and instructions

- 4.12 observe the terms of any notice and/or instructions displayed in the lifts, noticeboard or website/webpage by authority of the Body Corporate or of the Council and any other statutory authority and shall observe and comply with any notice or instructions of the manufacturer of the lifts or maintenance contractor.

Doormats

- 4.13 use doormats provided by the Body Corporate only.

Lift

- 4.14 protect the surfaces of the lift by using the covers obtained from the Estate Manager when moving large items, and not overloading the lift; and

Renovations

- 4.15 notify the Estate Manager and neighboring Owners and Occupiers of any proposed renovations or building works.

Owner / Occupier discretionary actions

- 5 An Owner or Occupier of a Unit may:

Install air-conditioning or heat exchange equipment

- 5.1 with Body Corporate approval, install either air-conditioning or heat exchange equipment in a Unit provided that such equipment is installed by a properly qualified and licensed installer and is installed in accordance with all Rules (including 3.12) and Regulations relating thereto and in accordance with the manufacturer's recommendations and specifications.
- 5.2 if Body Corporate approval is obtained, install the cooling or other operating unit of the equipment or condenser:
- Level 2 or 3: directly above on the roof
 - Ground floor: within the Unit Owner's basement accessory unit.

- on the balcony of a Unit, but it must be installed in such a position, and operated in a manner that does not cause undue noise, vibration or disturbance to the Owner or Occupier of any adjoining Unit and is either not visible or is appropriately screened from the street without detracting from the overall external appeal and appearance of the building.

5.4 A register is to be kept by the Estate Manager for all approved requests.

Body Corporate discretionary actions

6. The Body Corporate may:

Make Rules and Regulations

- 6.1 make Rules and Regulations relating to building management, evacuation procedures and to the Common Property and, in particular, in relation to lifts, and parking spaces not inconsistent with these Rules and the Act and the same shall be observed by the Owners and Occupiers of Units unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate or are otherwise declared ultra vires in terms of the Act;

Engage contractors

- 6.2 employ or engage as a contractor(s) under a service contract(s) in accordance with the provisions of the Act or the Regulations any person or entity to act as an Estate Manager or to provide other services in relation to the Land, the Building or otherwise as the Body Corporate sees fit.

Permit use of Common Area space by Estate Manager

- 6.3 where the Body Corporate has appointed an Estate Manager, permit such person or entity or any employee or contractor of it for the time being to:
- (a) use as a parking space or spaces such parts of the Common Property as the Body Corporate in its discretion sees fit (other than those parts of the Common Property over which exclusive use to any Owner or Occupier has been granted), and
 - (b) use as accommodation, office space or storage spaces such parts of the Common Property as the Body Corporate in its discretion sees fit (other than those parts of the Common Property over which exclusive use to any Owner or Occupier has been granted)

Lease of a Principal Unit

- 6.4 where the Body Corporate has appointed an Estate Manager, enter a Lease of a Principal Unit within the Building for the purposes of accommodating an Estate Manager in furtherance of the Body Corporate administrative functions.

Authorize Estate Manager-to produce disclosure statements

- 6.5 authorize the Estate Manager to produce pre-contract disclosure statements, additional disclosure statements and pre-settlement disclosure statements under the Act when requested to do so by an Owner; and

Permit Estate Manager to charge for producing disclosure statements

- 6.6 permit the Estate Manager to charge an Owner such fees as are reasonable for the production of the statements referred to in Rule 65.5 and where the Owner fails to pay the fee charged by the Estate Manager such fee may be recovered by the Estate Manager acting for the Body Corporate as an unpaid levy by a defaulting Owner pursuant to section 127 of the Act.