

RULES OF BODY CORPORATE NUMBER 349938

(North Auckland Land Registry)

The body corporate operational rules set out in schedule 1 of the Unit Title Regulations 2011 are repealed and the following rules substituted in their place:

1. Interpretation:

- a) Terms defined in the Unit Titles Act 2010 ("Act") have the same meaning in these rules as they have in the Act, unless the context otherwise requires.
- b) The duties and obligations imposed by these Rules on the Proprietors shall be observed not only by the Proprietor but also by the occupiers of the Units and the Proprietors' and occupiers' guests, employees, agents, workers, children, invitees, licensees and tenants.
- c) "Proprietor" has the same meaning in these rules as it has in the Act, and for the purpose of these rules it also includes occupiers of a Unit in the Unit Title Development and the employees, agents, invitees, licensees and tenants of all owners and occupiers of units in the Unit Title Development, unless the context otherwise requires.

2. Signs:

A Proprietor shall not erect any sign to the exterior of the Building without first obtaining the consent of the Body Corporate. This includes "for sale" signs or "for rent signs" or other signage in or on the windows of the Unit.

3. Use:

- a) A Proprietor shall use the Unit in accordance with the Territorial Authority's requirements under the current District Plan provided any use shall not have a detrimental affect on the residential nature of the development.
- b) A Proprietor shall not use nor permit the use of any accessory Unit at any time comprised within the same stratum estate as the Unit for any purpose other than the purpose for which the accessory Unit is designed or constructed.

4. Alterations:

A Proprietor shall make no internal or external additions or alterations to the Unit (including any alteration to Building Elements and Infrastructure) other than in accordance with the Act and the Body Corporate may impose conditions on the method and time of undertaking such additions or alterations so as to minimise inconvenience to other proprietors. In any event additions or alterations shall not be undertaken outside the hours of 9.00 am to 5.00 pm Monday to Friday (inclusive) and 10.00 am to 2.00 pm Saturday and for the avoidance of doubt no additions or alterations shall be undertaken on Sundays;

5. Body Corporate Management:

a) The Body Corporate may subject to Regulation 17 of the Regulations:

i. appoint and enter into an agreement with a person to provide for the management, control and administration of the Building or any part thereof and on such terms and conditions as may be agreed with such person and for such person to assist the Body Corporate in the carrying out of the Body Corporate's powers and rights as it deems necessary to enable such person to perform his duties properly (Building Manager). Such agreement may (by way of example and not limitation) provide for;

1. the cleaning, caretaking, security, supervision and service of the Common Property and any personal property vested in the Body Corporate, and for the general repair, maintenance, renewal or replacement of the Common Property and that property;

2. the provision of services to Proprietors;

3. the supervision of any employees or Contractors of the Body Corporate;

4. the control and supervision of the Common Property;

b) appoint and enter into an agreement with a professional body corporate advisor (Body Corporate Manager) to provide assistance to the Body Corporate, the Chairperson and the Committee in carrying out their respective duties and obligations under the Act, the Regulations and these rules.

6. Matters to be Directed to the Body Corporate Manager:

All notifications and requests for consideration of any particular matter to be referred to the committee or to the Body Corporate shall be directed to the Body Corp Manager and not to the chairperson or any member of the Committee. A Proprietor shall not directly instruct any contractors or workers employed by the Body Corporate unless so authorised.

7. Obstruction:

The Common Property, entrances, and walkways shall not be obstructed by any Proprietor or used for any purpose other than reasonable ingress and egress to and from Units.

8. Windows:

a) All windows shall be kept clean and if broken or cracked shall be promptly replaced by the Proprietor of the Unit (at the expense of the Proprietor or occupier) with fresh glass of the same or better quality and weight.

b) No clothing, bedding or other articles shall be hung on the windows, balconies or on the outside of the Building or windows.

- c) No washing or drying shall be hung outside on the balconies.

9. Water, Blockage of Pipes etc:

- a) A Proprietor shall not waste water and shall ensure that all water taps in the Unit are promptly turned off after use and tap washers replaced when required.
- b) The toilets, wash basins, sinks, wastemasters, dishwashers, and any other apparatus or equipment attached to the water supply and drainage system, and all supply and waste pipes and drains, shall only be used for the purpose of which they were constructed, and the responsibility for any damage or loss caused or cost of repair incurred or caused by misuse or negligence shall be borne by the Proprietor of the Unit in which the misuse or negligence occurred.

10. Notice of Defects:

A Proprietor, on becoming aware of any defect, damage or defilement to the exterior of the Building or the Common Property or the failure or defect of any of the Building's services, shall notify the Body Corporate immediately. The Committee shall have authority to make sure repairs or renovations as the Body Corporate considers necessary for the safety and preservation of the Building (or, in an emergency, such repairs or renovations as the Committee considers necessary). The Body Corporate shall be entitled to recover the costs of the repairs or renovations from the Proprietor if the act of neglect of the Proprietor necessitated the repairs or renovations.

11. Cleanliness and Removal of Rubbish:

- a) A Proprietor shall ensure that the Proprietor's Unit is kept clean at all times and that rubbish is regularly collected from the Unit and not allowed to accumulate. All rubbish shall be disposed of in bins or receptacles for removal on the usual days by the local authority or by independent contractors when required to do so by the Body Corporate.
- b) A Proprietor shall not allow litter or rubbish to accumulate on the Common Property, and the cost incurred in removing any rubbish from or the cleaning of any part of the Common Property where there is a breach of this rule shall be borne by the Proprietor responsible.

12. Cleaning and Ground Maintenance

A Proprietor must ensure that the unit is kept clean at all times and any gardens, grounds, yards or paved areas within the unit are kept neat and tidy and are regularly maintained.

13. Vehicle Parking:

- a) A Proprietor must not park a vehicle or permit a vehicle to be parked on any part of the common property unless the Body Corporate has designated it for vehicle parking or the Body Corporate has given prior written consent.
- b) Designated vehicle parking must only be used for the purpose of parking vehicles and not to be used for any storage.
- c) All vehicles must be fully roadworthy.

- d) All vehicles must be parked within the car park boundaries.
- e) The Body Corporate may remove a vehicle from the complex that the Body Corporate considers is parked in such a manner that is in breach of this rule 12, at the expense of the owner of the vehicle concerned, and the Body Corporate shall not be liable for any resulting damage, loss or costs.

14. Aerials:

Except with the express written consent of the Body Corporate a Proprietor shall not erect or fix to the Building any radio or television aerial or antenna. If the Body Corporate considers that the rights or interest of the Proprietors of any Unit are being adversely affected by any aerial or antenna, any consent previously given may be modified or withdrawn on 14 days' written notice.

15. Animals:

Small domestic animals, including birds or pets may be kept in any Unit, provided that any dispute in relation to the suitability of an animal shall be referred to the Body Corporate or Committee (as the case may be) for resolution. The decision of the Body Corporate or Committee (as the case may be) shall be final and binding.

16. No Dangerous Substances:

A Proprietor shall not permit anything to be done nor bring nor keep anything in the Unit or in the Building which may create a fire hazard, or which increases the rate of fire insurance on the Building, or which may contravene the fire regulations, or the rules, regulations, ordinances or bylaws of any authority having jurisdiction over the Building or the services supplied to the Building.

17. Conduct and Noise:

A Proprietor shall not make or permit any objectionable noise in their Unit or on the Common Property nor interfere in any way with the peaceful enjoyment of other Proprietors or lessees, or occupiers of other Units or those having business with them or of any person lawfully using the Common Property.

18. Security:

A Proprietor shall:

- a) Keep the Proprietor's Unit secure and all doors and windows locked and fastened whenever the Unit is unoccupied.
- b) Adhere to any security arrangements implemented by the Body Corporate which may include (but not be limited to) the following:
 - (i) the issue of security access cards upon conditions, including payment of a deposit;
 - (ii) the right to refuse admission to any person unless the identity of that person is given;
 - (iii) the right upon receiving a complaint from any person 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;

19. Leasing:

A Proprietor shall ensure that any tenant, licensee or occupier of the Proprietor's Unit has received a copy of these rules (and any amendments).

A Proprietor shall notify the Body Corp Manager of all tenants, licensees and occupiers from time to time of the Proprietor's Unit.

20. Emergency Contact:

A Proprietor shall advise the Body Corp Manager of the Proprietor's private address and telephone number or, if the Proprietor is a corporation of the secretary or other responsible person employed by the Proprietor, and shall keep all the Body Corporate promptly informed of any change of such address or telephone number.

21. Recovery of Funds Spent to Rectify Breach:

Where the Body Corporate spends money as a result of a breach of the Act or of the rules by any Proprietor or the guests or licensees of any Proprietor the Body Corporate shall be entitled to recover the amount so spent as a debt in any action in any court of competent jurisdiction from the Proprietor together with the Body Corporate's legal costs (on a solicitor/client basis).

22. Fire Drills and Evacuation Procedures:

The Body Corporate may require the Proprietors to perform fire drills, and observe all necessary and proper emergency evacuation procedures, and the Proprietors shall co-operate with the Body Corporate in observing and performing such rules and procedures.

23. Special Rules for Common Property:

The Committee may make special rules relating to the Common Property and its use and enjoyment. These Rules shall be complied with by all Proprietors. Such rules shall not be inconsistent with these Rules and shall not derogate from any lease or easement in respect of the Common Property granted by all the Proprietors in accordance with the Act nor any special right or privilege given by the Body Corporate pursuant to these Rules.

24. General:

The preceding rules may be added to, amended, or repealed by resolution of the Body Corporate at a general meeting.