

Form 15 — Notice of change to body corporate operational rules

Sections 105 and 106, Unit Titles Act 2010

Unit plan: DP 209179
Body Corporate Number: 209179
Supplementary record sheet: 51225

Background

By special resolution on 14 April 2012, Body Corporate 209179 resolved that the operational rules set out in Schedule 1 to the Unit Titles Regulations 2011 apply to it, and that they be amended (ss 105, 106 Unit Titles Act 2010).

Notice

The Body Corporate gives notice that the Body Corporate operational rules are adopted and modified as specified in the schedule of amendments.

The changes have been made in accordance with a special resolution at the Body Corporate Annual General Meeting held on 14 April 2012.

Schedule of amendments

REVOCATIONS

The operational rules set out in Schedule 1 to the Unit Titles Regulations 2011 are hereby revoked.

ADDITIONS

The following rules are hereby added to the body corporate schedule of rules:

BODY CORPORATE NO. 209179

PROPERTY AT 15 O'SULLIVAN PLACE, WAIUKU

BODY CORPORATE RESIDENTIAL OPERATIONAL RULES.

1.1 Previous Rules Superseded

- a) These rules supersede all previous body corporate rules at the date of Ordinary resolution as signed and dated in section 4.
- b) These rules are defined to be in full compliance with the Unit Titles Act 2010.

1.2 Interpretation of terms, and rules binding on owners, occupiers, employees, agents, invitees, licencees and tenants

- 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 requires clarification.

- b) These rules are binding on all owners and occupiers of units in the the unit title development as well as the employees, agents, invitees, licencees and tenants of all owners and occupiers of units in the unit title development.
- 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, unless the context otherwise requires.

2.1 Interference and obstruction of common property

- a) An Owner of a unit must not interfere with the reasonable use and enjoyment of the common property by other Owners or obstruct any lawful use of the common property by other Owners.

2.2 Damage to common property

- a) An Owner of a unit must not damage or deface the common property.

2.3 Use of facilities, assets and improvements within the common property

- a) An Owner of a unit must not 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 which those facilities, assets or improvements were designed and constructed and must comply with an conditions of use for such facilities, assets or improvements set by the Body Corporate from time to time.
- b) Any part of the common property, that is used as an entrance or accessway to the unit title development and any easement area giving access to the unit title development shall not be used for or by any owner for any other purpose than for entering or leaving the unit title development.

2.4 Vehicle Parking

- a) An Owner of a unit 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 parking or the Body Corporate has given prior written consent.
- b) An Owner of a unit that is designated for a vehicle park (driveways to garages but not including garages) must:
 - i) Only use the vehicle park for parking of vehicles;
 - ii) ensure the vehicle park is kept tidy and clear of litter; and
 - iii) ensure that the vehicle parked is within the boundaries of the vehicle park and not be parked in such a way that it blocks reasonable access to other title owners property.
- c) The Body Corporate may remove a vehicle from the unit title development that the Body Corporate considers is parked in such a manner that is in breach of this rule 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.

2.5 Aerials, Satellite Dishes and Antennas

- a) An Owner of a unit must not erect, fix or place an additional aerial, additional satellite dish or additional antenna or additional similar device on or to the exterior of a unit or on or to common property without the prior written consent of the Body Corporate which shall not be unreasonably or arbitrarily withheld.

The consent of the Body Corporate may be withheld, varied or revoked if the rights of an other owner are adversely effected by the exterior aerial, satellite dish or antenna or similar device.

Type replacement of existing Aerials, Satellite Dishes and Antennas does not require Body Corporate consent.

2.6 Signs and notices

- a) An Owner of a unit must not, without the prior written consent of the Body Corporate, erect, fix, place or paint any signs or notices of any kind on or to the common property or on to any external part of a unit.

2.7 Contractors

- a) An Owner of a unit who carries out any repair, maintenance, additions, alterations or any other such work on a unit must ensure that any contractors or other such persons, employed by the Owner cause minimum inconvenience to all other Owners and ensure that such work is carried out in a proper workmanlike manner.

2.8 Rubbish and Pest Control

- a) An Owner of a unit:
 - i) must not leave rubbish or recycling material on the common property except in an area designated for rubbish collection by the Body Corporate, and where such material is left in a designated rubbish collection area it must not be left in such a way that interferes with the enjoyment of the common property by other Owners;
 - ii) must dispose of rubbish and recycling material promptly, hygienically and tidily using proper secured and sealed bags and ensure that such disposal does not adversely affect the health hygiene or comfort of other Owners.
 - iii) Ensure that unsightly rubbish left by owners or tenants related to a particular unit is removed from the development. Where the rubbish is not removed by the unit owner it will be removed by the Body Corporate through an approved contractor at the cost of the said unit owner.

2.9 Cleaning and Garden Maintenance

- a) An Owner of a unit must ensure that the unit is kept clean at all times and that gardens, grounds, yards or paved areas within the unit are kept neat and tidy and are regularly maintained. Also refer to shared lawn maintenance in Clause 2.10.

2.10 Maintained Lawn areas

- a) An Owner of a unit must co-operate with the Body Corporate appointed lawn maintainer to support effective lawn maintenance by ensuring that maintained lawn areas are clear of obstructions.
- b) An Owner of a unit must repair maintained lawn areas within that unit and in the common area, where such repairs are required due to the act of the Owner or others responsible to the Owner.
- c) The maintained lawn areas are:

Unit 1 – Lawn to front of property

Unit 2 – Lawn to front of property

Unit 3 – Lawn to front of property

Unit 4 – Lawn to front of property

Unit 5 – Lawn to front of property

Unit 6 – Lawn to front and left hand side of property

Unit 7 – Lawn to front of property

Unit 8 – Lawn to front and left hand side of property

Unit 9 – Lawn to front of property

Unit 10 – Lawn to front and left hand side of property

Unit 11 – Lawn to front and right hand side of property

Unit 12 – Lawn to front of property

Unit 13 – Lawn to front of property

Unit 14 – Lawn to front and right hand side of property

Unit 15 – Lawn to front and right hand side of property

The Common Area.

2.11 Lawns and gardens on common property

- a) An Owner of a unit must not damage any lawn, garden, bush, tree, shrub, plant or flower being part of or situated on the common property or use any part of the common property as a garden for their own purposes.

2.12 Cleaning and replacing glass

- a) An Owner of a unit must keep clean all glass contained in windows and 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.

2.13 Use of water services

- a) All things required for the provision of the water supply, drainage, wastewater and sewage services to the units and all things attached to and used in relation to such services, including but not limited to pipes, drains, taps, faucets, toilets, baths, showers, sinks, sink incinerators, dishwasher and so on, must only be used for the purpose for which they were designed and constructed. If any Owner causes or permits any damage, loss or costs to be incurred due to misuse or negligence that Owner shall pay for such damage, loss or costs.
- b) An Owner of a unit must not waste water unnecessarily and must ensure that all taps in the unit are turned off after use.

2.14 Washing

- a) An Owner of a unit:
 - i) Shall not, without the prior written consent of the Body Corporate, which shall not be unreasonably or arbitrarily withheld, erect or fix any washing lines, poles or other such drying apparatus for a similar purpose (either temporary or permanent) outside a unit or to the exterior of a unit. For apparatus existing as of January 2012, any replacement should be of similar or better type.
 - ii) Shall not hang clothes, washing, bedding, towels or other item outside a unit (such as on fences) other than on drying apparatus for which consent has been given under rule 2.14(a)(i).

2.15 Noise, Behaviour and Conduct

- a) An Owner of a unit shall not make or permit any noise or permit any conduct or behaviour, in any unit or on the common area which is likely to interfere with the use and enjoyment of the unit title development by other Owners.

2.16 Pets

- a) An Owner of a unit must not, without the prior written consent of the Body Corporate, which shall not be unreasonably or arbitrarily withheld (in the case of accepted domesticated animals), bring or keep any animal or pet in any unit or on the common property. Consent may be revoked at any time, by written notice, if the right or interests of other Owners are adversely affected by any animal or pet.
- b) Notwithstanding rule 2.16(a), any Owner of a unit that relies on a guide, hearing, or assistance dog may bring or keep such a dog in a unit, and may bring such a dog onto the common property.

- c) The Owner of an animal or pet permitted under rule 2.16(a) or any dog permitted under rule 2.16(b) must ensure that any part of a unit or the common property that is soiled or damaged by the animal, pet or dog must promptly be cleaned or repaired at the cost of the Owner d) The Owner of an animal or pet permitted under rule 2.16(a) or any dog permitted under rule 2.16(b) must ensure that the animal is kept under the control of the owner and is not allowed to interfere with the right or interests of other Owners.

2.17 Vehicular access and use of development roads

- a) An Owner of a unit shall not breach or permit any guest, visitor, contractor (over which they have a degree of control and / or responsibility) to breach the speed limit within the development. That speed limit is 15km/h.
- b) An Owner of a unit shall not breach or permit any guest, visitor, contractor (over which they have a degree of control and / or responsibility) to breach the vehicle mass limit within the development. That limit is a gross vehicle mass not exceeding 3.5 tonnes

2.18 Unit Security

- a) An Owner of a unit must keep the unit locked and all doors and windows closed and securely fastened at all times when the unit is not occupied, and do all things reasonably necessary to protect the unit from fire, theft or damage.

2.19 Hazards, insurance and fire safety

- a) An Owner of a unit must not bring onto, use, store, or do, in a unit or any part of the common property anything that:
- i) increases the premium on or is in breach of any Body Corporate insurance policy for the unit title development.
 - ii) is in breach of any enactment or rule of law relating to fire, insurance, hazardous substances or dangerous goods, or any requirements of the territorial authority.
 - iii) creates a hazard of any kind.
 - iv) affects the operation of fire safety devices and equipment or reduces the level of fire safety in the unit title development.

2.20 Notice of damage or defects, accidents or injury

- a) Upon becoming aware of any damage or defect in any part of the unit title development including its services an Owner of a unit must immediately notify the Body Corporate. Any cost to repair such damage or defect shall be paid by the Owner that caused or permitted the damage or defect.

2.21 Notice of injury or accident

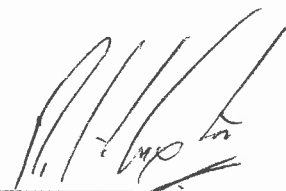
- a) If an injury or accident is caused by a fault or hazard on the development the injury and cause should be reported to the Body Corporate to ensure corrective actions can be undertaken.

2.22 Leasing a unit

- a) An Owner of a unit must:
- i) Provide a full copy of these rules and a full copy of all future amendments to any Tenant or occupier of the unit; and.
 - ii) Provide the Body Corporate with written notice of the full name, landline phone number, cellphone number, email address and address for service for the purposes of the act for the Owner and for all tenants or occupiers of the unit, and promptly notify the Body Corporate in writing of any changes to such details.

Date: 9TH OCT 2012

SIGNED by the Body Corporate Chairperson in the presence of:



Signature of Chairperson

Witness to signature:



Signature of witness
(Body Corporate Committee Member)

IAN GIBSON

Name of witness

MACHINE OPERATOR

Occupation of witness

WAIKIKI, AUCKLAND

City/town of residence of witness

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.



SUPPLEMENTARY RECORD SHEET UNDER UNIT TITLES ACT 1972

Search Copy

Identifier 51225
Land Registration District North Auckland
Date Issued 01 August 2002
Plan Number DP 209179

Subdivision of
Lot 3 Deposited Plan 160050

Prior References
NA96B/36

Unit Titles Issued			
NA137A/937	NA137A/938	NA137A/939	NA137A/940
NA137A/941	NA137A/942	NA137A/943	NA137A/944
NA137A/945	NA137A/946	NA137A/947	NA137A/948
NA137A/949	NA137A/950	NA137A/951	

Interests

OWNERSHIP OF COMMON PROPERTY

Pursuant to Section 47 Unit Titles Act 2010 -

- (a) the body corporate owns the common property and
- (b) the owners of all the units are beneficially entitled to the common property as tenants in common in shares proportional to the ownership interest (or proposed ownership interest) in respect of their respective units.

The above memorial has been added to Supplementary Record Sheets issued under the Unit Titles Act 1972 to give effect to Section 47 of the Unit Titles Act 2010.

Subject to a right of way and a right to telephonic communications and a right to convey water and convey electricity over part marked B on DP 160050 specified in Easement Certificate C645180.4 - 23.8.1994 at 2.45 pm

Appurtenant hereto is a right of way and a right to telephonic communications and a right to convey water and convey electricity specified in Easement Certificate C645180.4 - 23.8.1994 at 2.45 pm

The easements specified in Easement Certificate C645180.4 are subject to Section 243 (a) Resource Management Act 1991 Land Covenant in Transfer C697119.1 - 22.12.1994 at 11.06 am

Fencing Covenant in Transfer C697119.1 - 22.12.1994 at 11.06 am

7945076.1 Gazette notice 2008 pg 3851 declaring part of the within land (629m²) known as Section 4 on SO 70841 to be road and vested in the Franklin District Council on 18.9.2008 - 24.9.2008 at 9:00 am

9216721.1 Notice of change of body corporate operational rules pursuant to Section 106 Unit Titles Act 2010 - 30.10.2012 at 10:44 am

APPENDICES

REGISTERED OWNER
I hereby certify that this plan was approved by the Franklin District Council pursuant to Section 223 of the Resource Management Act 1991 on the 24th day of April, 2002.

Principal Administrative Officer (Authorised Officer)
Pursuant to section 224(1) of the Resource Management Act 1991, I hereby certify that the Franklin District Council is satisfied on reasonable grounds that every existing building or part of an existing building (including any building or part of thereof under construction) shown on this plan complies with (or will comply with) the provisions of the Building Code 1991, in Section 46(4) of the Building Act 1991.

Address of Body Corporate:
AMNIS INVESTMENTS LIMITED
40 CONSTABLE ROAD
WAUKU

SUPPLEMENTARY RECORD SHEET
Total Area: 8808m²
Comprising in: CT. 137A/952
CT. 989/36 (ALL)

APPROVED AS TO SURVEY
Approved by: [Signature]
Authorising Officer: [Signature]
Date: 1 day of August, 2002

TERMINAL AUTHORITY
Franklin District Council
Surveyed by: BLUE WALLACE SURVEYORS
Scale 1: 400 Date: OCTOBER, 2001

PLAN OF UNIT DEVELOPMENT ON LOT 3 DP 160050

LAND DISTRICT
NORTH AUCKLAND
Survey 101 & 102
III. MAIORO
NUS 261 Sheet

SCHEDULE

UNIT IDENTIFICATION	UNIT EASEMENT	UPPER LIMITS	LOWER LIMITS	C.T. (SCHEDULED)
PU1	605	12.00	11.00	937
PU2	605	12.00	11.00	938
PU3	605	12.00	11.00	939
PU4	605	12.00	11.00	940
PU5	605	12.00	11.00	941
PU6	605	12.00	11.00	942
PU7	605	12.00	11.00	943
PU8	605	12.00	11.00	944
PU9	605	12.00	11.00	945
PU10	605	12.00	11.00	946
PU11	605	12.00	11.00	947
PU12	605	12.00	11.00	948
PU13	605	12.00	11.00	949
PU14	605	12.00	11.00	950
PU15	605	12.00	11.00	951
TOTAL ENTITLEMENT 10000				

REGISTERED VALUER
I, [Signature], of [Address],
Registered Valuer,
do hereby certify that I have assessed the Unit Entitlements shown hereon in accordance with the Unit Titles Act 1972.
Dated this 12th day of April, 2001.

Diagram
The diagram shows Lot 3 DP 160050 divided into 15 units (PU1 to PU15). It includes boundaries, easements, and dimensions. A north arrow is present. The plan is titled 'PLAN OF UNIT DEVELOPMENT ON LOT 3 DP 160050'.