

Form 14

Notice of Body Corporate Operational Rules
Section 105 Unit Titles Act 2010

Applicant: KEITH ARTHUR ROBERTSON

Unit Plan: DPS 25922

Supplementary record sheet: SA24B/300

Notice

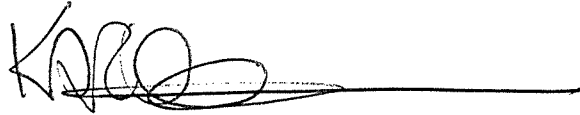
The body corporate for the unit title development created by the deposit of the above unit plan will be subject to the operational rules set out in the schedule of body corporate operational rules.

Schedule of body corporate operational rules

See attached

Date: 6th November 2013

Signature of applicant:
(Body Corporate Administrator)



Before me:

Signature of Witness: *Margaret Ferguson*

Full Name of witness: MARGARET FERGUSON

Full Address of witness: 48 MATIANGI ROAD
RD4
HAMILTON 3284

Operational Rules
Body Corporate S25922
Hunter Court, Hunter Street, Hamilton

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

2. Interference and obstruction of common property

An Owner must not interfere with the reasonable use or enjoyment of the common property or other Owners, or obstruct any lawful use of the common property by other Owners.

3. Damage to common property

An Owner must not damage or deface the common property.

4. Use of facilities, assets and improvements within the common property

- (a) An Owner 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 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.
- (b) An Owner must observe and comply with the rules of the Body Corporate relating to the control, management, security, safety, care, operation, cleanliness and use of the common property and for the preservation of good order, safety and comfort and enjoyment of the Owner or Occupier. Any Visitor, Contractor, Servant, Agent, Tenant, Sub-tenant, Lessee, Licensee or Invitee shall comply with the rules.
- (c) Any part of the common property, including ramps, drives, paths, entrances, lobbies, passages, halls, lifts and stairs, on the land or in the building, that is used as an entrance or access way to the unit title development, and any easement and appurtenant land available by way of an easement giving access to the unit title development shall not be used by any Owner for any other purpose than for entering or leaving the unit title development.
- (d) An Owner or Occupier of a unit shall not use the common property in such a manner that would unreasonably interfere with the use and enjoyment by other Owners, Occupiers, Lessees, and Licensees.
- (e) An Owner or Occupier of a unit shall not obstruct or deposit or throw anything on any ramp, drive, path, hall, stairway, corridor, lobby, entrance way or lift in the building or injure or dirty any part of the common property. Nothing in this rule shall apply to any ramp, drive, path, entrance, lobby, passage, hall or stair contained within and serving exclusively any particular unit.
- (f) Any children under the age of 10 years playing in any part of the common property must at all times be supervised by an adult.

5. Vehicle Parking

- (a) An Owner 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) The accessory unit held by an Owner that is designated for use as a vehicle park is in the carport on the northern (back) side of the building and may only be used for:
 - i. Vehicle parking (car, motorbike, bicycles etc). No item to extend beyond the columns at the front of the carports.
 - ii. Drying of washing on temporary or permanent clothes drying apparatus only.
 - iii. Storage of rubbish in a rubbish bin with a sealed lid and recycling in approved recycling bins. Rubbish and recycling sorted in such a way is to be disposed of on a weekly basis.
- (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 5, 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.
- (d) An Owner or Occupier may not drive, or permit to be driven, operated or used on the common property, any vehicle or machinery at a speed in excess of 10km per hour or of a weight and nature which is likely to cause damage to the common property, or any part of the property. Each Owner shall be responsible for any loss, damage, or injury to such common property, caused or contributed to, by the use of any vehicle or machinery, by the Owner, Occupier, Contractor Servant, Agent, Tenant, Subtenant, Lessee, Licensee or Invitee and the Owner shall repair any damage at their own expense.

The following items are specifically not permitted to be stored in carports:

- Any household items.
- Any item that in the view of the Body Corporate detracts from the appearance of the property.

The carports must be kept tidy and free of litter and not used as a general storage facility.

6. Aerials, satellite dishes and antennas

An Owner must not erect, fix or place any aerial, satellite dish, antenna or 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. There are communal aerials/dish in the complex.

7. Signs and notices

An Owner must not, without the prior written consent of the Body Corporate, erect, fix, place or paint any signs, advertisements, posters, placards, banners, notices of any kind on or to the common property or on or to any external or internal part of a unit, where such is visible from outside of the unit.

8. Contractors

- (a) An Owner who carries out any repair, maintenance, additions, alterations or 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 and in compliance with all Acts, bylaws and regulations being in force.
- (b) The Owner shall indemnify the Body Corporate and other Owners and Occupants, against all costs claims expenses and liabilities to any damages to or repair necessary to the common property or other units, caused by or contributed to negligence or omission of that Owners or Occupiers contractor or workman.
- (c) The Body Corporate and Committee are not responsible for any damage or loss caused to any Owner or Occupier possessions by anyone employed to carry out cleaning and or rubbish removal.

9. Rubbish and pest control

An Owner:

- (a) Must not leave rubbish or recycling material on the common property, except in areas 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;
- (b) Must dispose of rubbish and recycling materials promptly, hygienically and tidily using properly secured and sealed rubbish bags and ensure such disposal does not adversely affect the health, hygiene or comfort of other Owners;
- (c) Must place rubbish only where approved by the Committee Secretary or Building Manager;
- (d) Must not burn any rubbish anywhere on the common property or in any unit;
- (e) Shall keep the unit free of any vermin, pests, rodents, insects and reptiles;
- (f) Shall not allow rubbish or litter to accumulate on any unit or common property, or dispose of trade refuse or waste anywhere except in bins or receptacles for removal on the usual days by local authority or by independent contractors when required to do so by the Body Corporate;
- (g) Shall not leave rubbish, rubbish containers or recycling bins on any front or end balcony or any other area visible from the road.
- (h) Shall not throw or allow to fall, any paper, rubbish, refuse, cigarette butts or other substances or liquids whatsoever out of the unit, windows, doors, down the staircase, from the roof or in the passage ways. Any damage or costs for cleaning or repairs caused by this breach shall be borne by the Owner of the unit concerned.
- (i) While smoking is permitted in the grounds, but not in the lifts, it is not acceptable for residents or their invitees to drop cigarette butts around the complex. Please think of others here.
- (j) Please ensure that rubbish is put out on the designated day in a proper large black rubbish bag each week and recycling items must be put out in the approved HCC recycling bin on the same day. Supermarket bags or similar are not permitted as these are not strong enough.

10. Cleaning

An Owner must ensure the unit is kept clean at all times.

11. Cleaning and replacing glass

An Owner 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. As the Body Corporate maintains a glass replacement insurance policy an Owner must pay any excess payable under any broken glass claim made by the Body Corporate in respect of the Owner's unit.

12. Lawns and gardens on common property

An Owner must not damage any lawn, garden, 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.

13. Interior of the unit

An Owner shall:

- (a) Not use or permit the use of his unit for any purpose other than for residential occupation only. Any business use is prohibited.
- (b) Not use or permit the use of his unit for any purpose which is illegal or which may be injurious to the reputation of the building.

- (c) Maintain in a neat and clean state all interior curtains and blinds in his unit and shall as often as the need shall (in the opinion of the Body Corporate) arise replace at the Owner or Occupiers expense, any curtain or blind using a material or type approved by the Body Corporate, such approval not to be unreasonably withheld.
- (d) Not erect any blind, curtain, screen or awning, which is visible outside the unit, without consent in writing from the Body Corporate.
- (e) Not erect or hang or change any interior blind or curtain, screen or the like, without consent in writing from the Body Corporate, who will approve the colour and texture.
- (f) Keep the unit, gardens, balconies and associated areas in a good state of preservation and cleanliness and shall not allow accumulations of dirt, rubbish, useless property in or about the unit or in the common area.
- (g) Carry out all work that may be ordered by any competent local authority or public body in respect of the unit to the satisfaction of that authority or body.
- (h) Repair and maintain the unit and keep it in sufficiently good order, repair and condition to ensure that no damage or harm, whether physical, economic or otherwise, shall ensue to the common property, or any other unit in the building.

14. Balconies

The balconies on the northern and western sides ("back") of the building are common property, and may only be used for:

- Drying of washing on temporary clothes drying apparatus only. Washing is not to be hung over balcony rails or any other part of the building.
- Barbeques and furniture intended for use outdoors.
- Outdoor plants in suitable pots.
- Storage of rubbish in a rubbish bin with a sealed lid and recycling in approved recycling bins. Rubbish and recycling sorted in such a way is to be disposed of on a weekly basis.

No item or combination of items on the northern and western common property balconies may take up more than one half the width of the balcony and thereby impede access.

The balconies on the southern and eastern sides ("front") of the building may only be used for:

- Barbeques and furniture intended for use outdoors.
- Outdoor plants in suitable pots.

General

The following items are specifically not permitted to be stored on balconies:

- Bicycles and any other vehicles or sporting equipment.
- Appliances.
- Lounge suites and other items not suitable for use outside.
- Any item that in the view of the Body Corporate detracts from the appearance of the property.

15. Exterior of the building

An Owner shall:

- (a) Not vary the external appearance of a unit without consent in writing obtained from the Body Corporate.
- (b) Not make any additional or structural alterations to the unit or any other unit or in any way alter the elevation or external appearance, dimensions or external decoration of the unit without the prior written consent of the Body Corporate.

16. Use of water services

- (a) All things required for the provision of water supply, drainage, wastewater and sewage services to units or common property 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 and dishwashers, must only be used for the purpose for which they were designed and constructed. If any Owner causes or permits any damages, loss or costs to be incurred due to misuse or negligence that Owner shall pay for such damage, loss or costs.

- (b) An Owner shall not waste water unnecessarily and shall ensure that all taps in the unit are turned off after use.
- (c) Toilets and other water supply apparatus shall not be used for any other purpose other than that for which they were constructed, no tea leaves, sweepings, rubbish, rags, ashes or other foreign substances shall be placed in them. Provided that the person responsible for any damage can be determined then the cost of repair or replacing any damage which is a result of misuse by the Owner or Occupier, or Employee of the Owner or Occupier, shall be borne by the Owner or Occupier.

17. Washing

An Owner:

- (a) Shall not erect or fix any washing lines, poles or other such drying apparatus for a similar purpose (either temporary or permanent) ("drying apparatus") outside a unit or outside any building contained in a unit, or on or to the exterior of a unit or on or to the exterior of any building contained in a unit;
- (b) Shall not hang any clothes, washing, bedding, towels or other items outside a unit or outside any building contained in a unit, other than on any drying apparatus (which must be no higher than the balcony top rail and located on the rear balcony) for which the Body Corporate consent has been obtained in accordance with rule 15(a); and

18. Security and ventilation equipment

- (a) An Owner shall comply at all times with the operating and maintenance instructions of any security, fire alarm, and air conditioning or ventilation equipment in the unit.
- (b) An Owner will not interfere or attempt to control any part of the security, fire alarm, sprinkler, ventilation, or other machinery installed or to be installed, in any part of the building or unit and shall be responsible for any costs the Body Corporate may incur as a result of any interference.
- (c) An Owner or Occupier shall use his best endeavours to protect and keep safe his unit and any property contained inside from fire, theft or damage or from any other cause and will keep all doors windows and other openings closed and securely fastened when the unit is not in use.

19. Floor coverings

Except in kitchen, laundry, toilet or bathroom areas of a unit, An Owner must ensure that all floor space in a unit is covered or otherwise treated to an extent sufficient 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.

20. Noise, behaviour and conduct

An Owner or Occupier of a unit and any Tenants, Employees, Clients, Customers, Servants, Employees, Agents, Workmen, Licensees and Visitors, shall:

- (a) Not make or permit any noise, mark or defile the building, or carry out or permit any conduct or behaviour in any unit or on the common property which is likely to interfere with the use and enjoyment of the unit title development by other Owners with particular regard to appliances, musical instruments, radios, stereo equipment, television sets and social gatherings, that interfere with the peace and quietness of other owners at any time of day or night.

- (b) Comply in all respects with all Acts, including noise control provisions of the Resource Management Act 1991, bylaws and regulations which are in force in the area where the unit is situated, as they relate to the use, occupation and enjoyment of the unit.
- (c) Not play or have in use any musical instrument, stereo, radio, television, washing machine, clothes dryer, waste master, or any other machine at any time of the day or night in such manner as to disturb, irritate or annoy any occupants of any other part of the building and shall immediately cease to operate the same between the hours of 11pm and 7am if requested to do so by the proprietor or occupier of any unit or the caretaker.
- (d) No persons are permitted to smoke in the elevator.

21. Pets

- (a) An Owner must not bring or keep any animal or pet (except goldfish/tropical fish) in any unit or on the common property, without the prior approval in writing of the body corporate.
- (b) Notwithstanding rule 21(a) any Owner of a unit who 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) An Owner of any dog permitted under rule 21(b) must ensure that any part of a unit or the common property that is soiled or damaged by the dog must promptly be cleaned or repaired at the cost of the Owner.
- (d) If any animal becomes a nuisance or annoyance to any owner then the body corporate may require that animal to be removed from the unit.

22. Swimming Pool and Surrounds

The Body Corporate may make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use and conduct of the owners and their guest and invitees in respect to the area comprising the swimming pool and its immediate surrounds.

23. Security

An Owner must:

- (a) Keep the unit locked at all times when the unit is not occupied, and do all things reasonably necessary to protect the unit from fire, theft or damage;
- (b) Deposit a main entry key with the Body Corporate for use in the case of emergency; Not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a unit or common property, and

24. Moving and installing heavy objects

An Owner 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.

25. Lifts

An Owner must comply at all times with any notice or instruction displayed in any lift in the unit title development. If any lift in the unit title development, other than a goods lift, is to be used for carrying anything other than passengers, lift protection equipment supplied by the Body Corporate must be used.

26. Hazards, insurance and fire safety

An Owner must not bring onto, use, store, or do, in a unit or any part of the common property anything that:

- (a) Increases the premium on or is in breach of any Body Corporate insurance policy for the unit title development; or
- (b) Is in breach of any enactment or rule of law relating to fire, insurance, hazardous substances or dangerous goods, or any requirements of any Territorial Authority; or
- (c) Creates a hazard of any kind; or
- (d) Affects the operation of fire safety devices and equipment or reduces the level of fire safety in the unit title development.

27. Emergency evacuation. drills and procedures

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

28. Notice of damage, defects, accidents or injury

- (a) Upon becoming aware of any damage or defect in any part of the unit title development, including lifts, air conditioning or supply services, or any accident or injury to any person in the unit title development, An Owner must immediately notify the Body Corporate Secretary. Any cost to repair any such damage or defect shall be paid by the Owner that caused or permitted the damage or defect.
- (b) The Secretary shall have authority by it agents or servants in urgent circumstances to examine or make such repairs or renovations as they deem necessary for the safety and preservation of the building, and as often as may be necessary.

29. Emergency contact

An Owner shall advise the Body Corporate of the private address and telephone number of the Owner or Occupier if the Owner or Occupier is a corporation then of the Manager, Secretary, or other responsible person under the control of the Owner or Occupier and shall keep the Body Corporate promptly informed of any change of such address or telephone number.

30. Leasing a unit

An Owner must provide a full copy of these rules and a full copy of all future amendments to these rules to any tenant or occupier of the unit.

31. Management

No Owner or Occupier of any unit shall directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

32. Rules

- (a) The Committee may make rules relating to the common property so long as they are not inconsistent with the rules contained herein.
- (b) The duties and obligations imposed by these rules on an Owner or Occupier of a unit shall be observed not only by the Owner or Occupier, but also by the Guests, Servants, Employees, Agents, Invitees, Licensees and Tenants of the Owners or Occupier.

33. Periodic Dues

Each owner shall pay to the Body Corporate by instalments periodically in advance or otherwise as the Body Corporate may require, the amount of any contributions levied against the owner, pursuant to the Act.