

Form 15

Notice of change to Body Corporate Operational Rules

Section 106, Unit Titles Act 2010

Unit plan: 178796
Body Corporate Number: 178796
Supplementary record sheet: NA110C/757

Notice

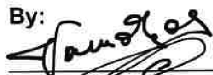
The Body Corporate gives notice that the body corporate operational rules are changed as specified in the schedule of amendments and these are the full operational rules, and all prior operational rules are revoked.

The changes have been made in accordance with an ordinary resolution at body corporate general meetings held on 2 July 2013, 12 July 2016, 18 July 2019 and 13 July 2021.

Date: 22/08/2022 2022

Signature for and behalf of Body Corporate 178796

By:



Signature - Body Corporate
Chairperson/Committee

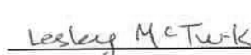
Lies Vandesande

Name

Before me:



Body Corporate Committee member



Name

PO Box 96190 Belmore Auckland 1342

Address

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

Freemans Park Body Corporate 178796

All previous Body Corporate rules and the Body Corporate operational rules in schedule 1 of the Unit Titles Regulations 2011 are revoked and replaced with the following rules:

1. Interpretation of terms, and rules binding on Owners, occupiers, employees, agents, invitees, licencees and tenants.

- a. These rules are binding on all Owners and occupiers of Units in the Unit Title Development and any registered mortgagee in possession as well as their employees, agents, invitees, licencees and tenants.
- b. 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.
- c. "Accessory Unit" has the same meaning in these rules as it has in the Act.
- d. "Body Corporate" means Body Corporate 178796 (Freemans Park).
- e. "Principal Unit" has the same meaning in these rules as it has in the Act.
- f. "Property Manager" means the property manager employed by the Body Corporate.
- g. "Unit Title Development" means the unit title development comprising all of the common property, Principal Units and Accessory Units on DP 178796 (North Auckland Registry).
- h. "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, mortgagees in possession and the employees, agents, invitees, licencees and tenants of all Owners and occupiers of Units in the Unit Title Development and mortgagees in possession, unless the context otherwise requires.
- i. "Unit" has the same meaning as in the Act and includes Principal Units and Accessory Units.

2. Interference and obstruction

- a. An Owner must not interfere with the reasonable use or enjoyment of the common property by other Owners or obstruct any lawful use of the common property by other Owners.
- b. An Owner must not obstruct any lights, skylights, windows or other means of illuminating the common property.

3. Damage to common property

An Owner must not damage or deface the common property. An Owner must not mark, drive, nail, screw or the like into or otherwise damage or deface any structure that forms part of the common property without the prior written consent of the Body Corporate.

4. 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, without the prior written consent of the Body Corporate, use any part of the common property as a garden for their own purposes.

5. 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. 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 Unit Title Development.
- c. An Owner shall not use any common property power source for personal or commercial use.

6. 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 vehicle parking and rule 6d is complied with, or the Body Corporate has given prior written consent.
- b. An Owner of an Accessory Unit that is designated for use as a vehicle park must:
 - i. only use the vehicle park for the purpose of parking vehicles;
 - ii. ensure the vehicle park is kept tidy, free of litter and free of derelict vehicles;
 - iii. not use the vehicle park or permit it to be used for storage; and
 - iv. ensure that any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park;
 - v. not sleep, or allow any person to sleep, in any vehicle in the vehicle park.
- c. The Body Corporate may remove any derelict vehicle from the Unit Title Development and may also remove any 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.
- d. An Owner must not use (or permit to be used) the common property vehicle parking areas which are designated for visitors for any period in excess of three hours in any one 24 hour period unless the Body Corporate has given prior written consent.

7. 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 which shall not be unreasonably or arbitrarily withheld. It will not be unreasonable for the Body Corporate to withhold consent, and the Body Corporate may vary or revoke any consent given, if the rights of another Owner are adversely affected by the exterior aerial, satellite dish, antenna or similar device.

8. Signs and notices

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

9. Rubbish and pest control

An Owner:

- i. 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 be left in a way that does not interfere with the enjoyment of the common property by other Owners;
- ii. 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;

- iii. must not burn any rubbish anywhere on the common property or in or on any Unit;
- iv. shall keep any Unit owned by the Owner free of any vermin, pests, rodents and insects; and
- v. must not dispose of construction debris in areas designated for rubbish collection by the Body Corporate or on any part of the Common Property.

10. Cleaning and garden maintenance

An Owner of a Unit must ensure that the Unit and any gardens, grounds, yards or paved areas within the Unit are kept reasonably clean and tidy and that any trees planted within a Unit do not detrimentally affect any neighbouring Unit or common property. An Owner shall remove any trees from their Unit, at the Owner's sole cost, that detrimentally affect any other Unit or common property if requested to do so in writing by the Body Corporate.

11. Cleaning and replacing glass

An Owner of a Unit must keep clean all glass contained in external windows or doors of the Unit, and replace any missing, cracked or broken glass as soon as reasonably possible with glass of the same or better weight and quality.

12. 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 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 shall not waste water and shall ensure that all taps in the Unit are turned off after use and all leaks in the Unit are repaired as soon as reasonably possible.

13. Washing

An Owner:

- i. shall not hang any clothes, washing, bedding, towels or other items outside or from a Unit, or outside or from any building contained within a Unit, or outside or from any deck or balcony; and
- ii. shall not hang any clothes, washing, bedding, towels or other items on the common property other than on those parts of the common property fitted with washing lines by the Body Corporate, and such items may only be hung for a reasonable period.

14. Curtains and blinds

An Owner of a Unit must ensure that the windows of the Unit, if covered, are covered with proper window treatments such as curtains or blinds and must ensure that these are maintained in a neat and clean state.

15. Security and ventilation equipment

- a. An Owner of a Unit shall comply at all times with the operating and maintenance instructions of any security, fire alarm, air conditioning or ventilation equipment in the Unit and will not interfere with any equipment on the common property.
- b. An Owner shall take all reasonable steps to ensure that fire alarms and security alarms are not activated unnecessarily and shall pay the costs of any alarm callouts they cause.

16. Floor coverings

Except in the kitchen, laundry, toilet and bathroom areas of a Principal Unit, an Owner should, where reasonably requested by another Owner or the Body Corporate cover or otherwise treat all other floor spaces in the Principal Unit to an extent sufficient to minimise noise transmission from the Principal Unit, that disturbs the quiet enjoyment reasonably expected by the Owner of another Unit.

17. Noise, behaviour and conduct

- a. An Owner of a Unit shall not make or permit any noise or carry out or permit any conduct or behaviour, in or on any Unit or on the common property, which interferes with or is likely to interfere with the use and enjoyment of the Unit Title Development by the other Owners.
- b. An Owner must not light any fires including bonfires or incinerators in or on any Unit or on the common property. For the avoidance of doubt, this rule does not prohibit the use of domestic barbeques, candles or cigarettes when used in a safe and responsible manner.

18. Pets

- a. An Owner must not, without the prior written consent of the Body Corporate, bring or keep any animal or pet in or on any Unit, unless the animal or pet is a reasonable number of fish or one small bird in which case it is permitted and Body Corporate consent is deemed to have been given. Consent of the Body Corporate shall not be unreasonably or arbitrarily withheld but may be revoked upon written notice if the rights or interests of any other Owner are adversely affected by any animal or pet, including any fish or small bird permitted under this rule.
- b. Notwithstanding rule 18(a) any Owner of a Unit who relies on a guide, hearing or assistance dog may bring or keep such a dog in that Unit, and may bring such a dog onto the common property.
- c. The Owner of any animal or pet permitted under 18(a) or any dog permitted under rule 18(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. An Owner must not keep any animal or pet on the common property.

19. Security

An Owner of a Unit must:

- i. keep their Principal Unit locked and all doors and windows closed and securely fastened at all times when the Principal Unit is not occupied (with the exception of windows which may be left open if secured with security stays), and do all things reasonably necessary to protect their Unit from fire, theft or damage;
- ii. take all reasonable steps to ensure any electronic security cards, security keys or security codes to a Unit or common property are not lost, destroyed or stolen or given to anyone other than a registered proprietor, occupier or tenant of the Unit to which the card, key or code relates;
- iii. not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a Unit or common property; and
- iv. notify the Body Corporate as soon as reasonably practicable if this rule is breached and pay the costs of replacing or rekeying the cards, keys or codes.

20. Contractors

An Owner who carries out any repair, maintenance, additions, alterations or other such work in a Unit must ensure that any contractors or other such persons employed by the Owner minimise any inconvenience caused to any other Owners and ensure that such work is carried out in a good and tradespersonlike manner in accordance with sound trade practice.

21. 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 or on 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 or Owners responsible.

22. Hazards, insurance and fire safety

Any Owner 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; or
- ii. 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
- iii. creates a hazard of any kind; or
- iv. affects the operation of fire safety devices and equipment or reduces the level of fire safety in the Unit Title Development.

23. Emergency evacuation drills and procedures

An Owner must cooperate with the directions of the Property Manager, or other person designated by the Body Corporate, during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures.

24. Notice of damage, defects, accidents or injury

Upon becoming aware of any damage or defect in any part of the Common Property including its services, or the exterior of a Unit, or any damage or defect in a Unit that may affect any other Unit or Common Property, or any non minor accident or non minor injury to any person in the Unit Title Development, an Owner must immediately notify the Body Corporate. Any cost to repair any such damage or defect shall be paid by the Owner that caused or permitted the damage or defect.

25. Leasing a Unit

- a. An Owner of a Unit 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.
- b. An Owner who leases or tenants his or her Unit must provide the Body Corporate with the name, landline phone number, mobile phone number, email address and address for service of any letting agent or property manager responsible for the leasing of the Unit and promptly advise the Body Corporate of any changes to those details.

26. Storage

- a. An Owner shall not store or leave anything on the common property except in the area or areas that may from time to time be designated for that purpose by the Body Corporate or Committee.
- b. The Body Corporate may from time to time provide common storage space as for the use of the Owners. An Owner may use the common storage space for storing

their own property while the space is designated by the Body Corporate as common storage space provided they first comply with any reasonable conditions imposed by the Body Corporate.

- c. Any property stored in the common storage space is stored at an Owner's own risk and insurance cover will be the Owner's responsibility.
- d. The Body Corporate may change or revoke the designation of such areas at any time on written notice to any affected Owners.

27. Painting

An Owner shall not paint or refurbish the exterior of his or her Unit without the prior written consent of the Body Corporate. Consent may be given or withheld at the discretion of the Body Corporate and any work consented to is to be undertaken in conformity with the general scheme of painting for the Units approved by the Body Corporate.

28. Principal Units

An Owner shall not use or occupy any Principal Unit except for the residential purposes for which they were designed and constructed without the prior written consent of the Body Corporate.

29. Accessory Units

An Owner shall not use or occupy any Accessory Unit for any purpose other than the purpose for which it was designed or constructed.

30. Erect structures

An Owner must not erect any fence, temporary structure, building or shed on any Unit without the prior written consent of the Body Corporate.

31. Illegal purposes

An Owner shall not use any Unit for any purpose which is illegal or harmful to the reputation of the Unit Title Development or other Owners or which may interfere with the peaceful enjoyment of any other Unit or the common property or the efficient management of the development.

32. General

- a. Where the Body Corporate gives consent or approval in accordance with these rules the Body Corporate may revoke that consent or approval on reasonable notice to any affected Owners.
- b. Where an Owner causes or permits anything that causes damage or loss to the Common Property or any other Unit that Owner shall pay the costs of such damage or loss.
- c. The Body Corporate will act reasonably in applying its discretion or giving or withholding its consent under these rules.

33. Smoke Detectors in Star Blocks

An owner of a unit in any star block must ensure that the unit is fitted with properly maintained and working smoke detectors in accordance with the New Zealand Standard for interconnected smoke alarms for houses NZS 4514:2009.

34. Non smoking on Common Property

- a. An owner must not smoke or permit smoking to occur in any indoor common property area of any building in the Unit Titles Development, including but not limited to entry halls, walkways, stairwells, storerooms and laundry room.
- b. The Body Corporate may erect no-smoking signs on internal common property areas where smoking is prohibited under this rule.

35. Recovery Of Body Corporate Costs For Breach Of Rules

The Body Corporate may recover from an Owner any fees, costs or expenditure incurred by the Body Corporate in connection with remedying any breach by the Owner or the occupier of these rules or any Unit Titles law or regulation in force at the time of the breach, including all actual solicitor/client legal fees incurred in connection with the breach. All such fees, costs and expenditure shall be recoverable by the Body Corporate as if they were a levy.

36. Recovery Of Body Corporate Costs For Unpaid Levies

The Body Corporate may recover from an Owner who defaults in paying any levies or other monies owed to the Body Corporate by the due date any fees, costs or expenditure incurred in connection with the recovery of those levies or other monies, including actual solicitor/client legal fees incurred in connection with the levy recovery. All such fees, costs and expenditure shall be recoverable by the Body Corporate as if they were a levy.