



## Form 15

**Notice of change to body corporate operational rules**

Section 106, Unit Titles Act 2010

Unit plan:

Body Corporate  
Number:Supplementary  
record sheet:

NA103A/642

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**Notice**

The body corporate gives notice that the body corporate operational rules in Schedule 1 of the Unit Titles Regulations 2011 are changed as specified in the **attached** schedule of amendments.

The body corporate has adopted and modified the body corporate operational rules in Schedule 1 of the Unit Titles Regulations 2011 pursuant to special and ordinary resolutions passed at a general meeting held on 30 August 2012

OPERATIONAL RULES  
BODY CORPORATE 169171  
15 SARAWIA STREET, NEWMARKET, AUCKLAND

- 1. Interpretation of terms, and rules binding on owners, occupiers, employees, agents, invitees, licensees 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, licensees 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, licensees 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 of a unit 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.
- 3. Damage to common property**  
An Owner of a unit must not damage or deface the common property.
- 4. 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 and 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 accessway 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.

**5. Vehicle parking**

Each Owner of a car parking space must use it for the purposes of car parking only and not litter or otherwise soil it or use it as to create a nuisance, but otherwise the Owner is not responsible for the performance and duties of the body corporate to properly maintain and keep the car parking space in a state of good and serviceable repair.

**6. Aerials, satellite dishes and antennas**

An Owner of a unit 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. The consent of the Body Corporate may be withheld, varied or revoked if the rights of another Owner are adversely affected by the exterior aerial, satellite dish, antenna or similar device.

**7. Signs and notices**

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 or to any external part of a unit. If consent to erect a sign is granted, the Owner must maintain and clean to the satisfaction of the body corporate any such sign.

**8. Contractors**

An Owner of a unit 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.

**9. Rubbish and pest control**

An Owner of a unit:

- a. shall ensure that the Owner'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. 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 Owner responsible;
- c. shall ensure, in disposing of rubbish, that bottles are completely drained, cleaned and deposit in unbroken condition in the area designated for bottles and all other rubbish must be drained and securely wrapped in small parcels and deposited in the area designated for rubbish.;
- d. shall keep the unit free of any vermin, pests, rodents and insects.

**10. Cleaning and garden maintenance**

An Owner of a unit must maintain any garden or ground forming part of the unit in a neat and tidy condition.

**11. Cleaning and replacing glass**

An Owner of a unit 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.

**12. Lawns and gardens on common property**

An Owner of a unit 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. Use of water services**

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.

**14. Washing**

An Owner must not erect on the exterior of the unit a clothes line or apparatus for a similar purpose (either permanently or temporarily) nor hang to dry clothes or any other thing on or from the exterior of the unit.

**15. Noise, behaviour and conduct**

An Owner of a unit shall not make or permit any objectionable noise in the building or on the common property nor interfere in any way with the peaceful enjoyment of other Owners or lessees or occupiers of other units or those having business with them or of any person lawfully using the common property.

**18. Pets**

An Owner of a unit may keep a cat.

**19. Security**

An Owner of a unit must:

- a. 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;
- b. 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 Owner, occupier or tenant of the unit to which the security card, security key or security code relates;
- c. not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a unit or common property; and
- d. notify the Body Corporate as soon as reasonably practicable if rules 19(b) or (c) are breached.

**20. Moving and installing heavy objects**

An Owner of a unit 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.

**22. Hazards, insurance and fire safety**

An Owner of a unit must 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 of the building or the services supplied to the building.

**23. Emergency evacuation drills and procedures**

An Owner of a unit must cooperate with 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 unit title development including its services, or any accident or injury to any person in the unit title development, an Owner of a unit 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.

**Signed for and on behalf of Body Corporate 169171**

K. E Dixon  
Body Corporate Chairperson:  
Kimberley Elizabeth DIXON

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Address

Before me:  
[Signature]  
Body Corporate Committee Member Name

Lyette Zirk  
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Date: 30/8/2012