

Form 15 - Notice of change to body corporate operational rules

Sections 105 and 106, Unit Titles Act 2010

CRUL 12362826.3 Unit

Cpy - 01/01, Pgs - 006, 27/01/22, 09:19



DocID: 522331721

Unit plan: DP 411943

Body Corporate Number: BC 411943

Supplementary record sheet: 472059

Background

By ordinary resolution on 26 May 2021, Body Corporate 411943 resolved that in accordance with section 106 of the Unit Titles Act the following operational rules shall be adopted by the Body Corporate and be lodged with Land Information New Zealand for registration on the Supplementary Record Sheet.

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 an ordinary resolution at the Body Corporate 411943 Annual General Meeting held on 26 May 2021.

Schedule of amendments

The following rules hereby replace the existing body corporate operational rules:

Dated: 15/06/2021

SIGNED for and on behalf of Body Corporate 411943

Body Corporate Committee Chairperson

Name:

JUSTIN BADE

Date:

1/7/21

Signature of Committee Chairperson:

Justin Bade

Address of Committee Chairperson:

APT 311
20 HAMPTON DOWNS RD
HAMPTON DOWNS
WAIKATO.

Before me:

Body Corporate Committee Member:

Name:

BARRY KIRK-BURNHAM

Date:

7/8/21

Signature of Committee Member:

Barry Kirk-Burnham

Address of Committee Member:

251 SUNNYVALE RD
CORNEVILLE

RULES FOR BODY CORPORATE NUMBER 411943

PROPERTY AT: 20 HAMPTON DOWNS ROAD, WAIKATO – “HULME APARTMENTS”

RULES THAT MAY BE AMENDED BY ORDINARY RESOLUTION OF THE BODY CORPORATE

BODY CORPORATE OPERATIONAL RULES

General Prohibitions

1. An owner or occupier of a unit (which term includes any associated accessory unit) must not:
 - a. Damage or deface the common property or make any alteration to the colour scheme or appearance of the exterior of the unit which includes, *inter alia*, door knobs, door locks and the colour scheme of the exterior of the front door, or hang washing or place a sign outside those premises unless prior written permission has been obtained from the body corporate.
 - b. Create noise likely to interfere with the use or enjoyment of the unit title development by other owners or occupiers.
 - c. Interfere with the reasonable use or enjoyment of the common property by other owners or occupiers.
 - d. Ignite or permit any fire to be ignited in or upon the unit or the common property or bring to or keep anything in a unit which might increase the rate of fire insurance on the building, with the exemption of barbeques as long as a fire extinguisher is present.
 - e. Erect or fix to the unit any radio or television aerial or “satellite dish” without the prior written consent of the body corporate.
 - f. Interfere with or obstruct the building manager from performing the building manager’s duties.
 - g. Erect external blinds, nor hang internal curtains or blinds that are visible from outside the unit unless the colour and design of those curtains or blinds is approved by the body corporate; such approval will not be withheld on colour grounds if the colour used is cream, white, off-white, grey or black. In giving such approval the body corporate shall ensure as far as is practicable that the curtains or blinds used in all units present a uniform and orderly appearance when viewed from outside the units. The owner shall as often as the need arise (in the opinion of the body corporate) replace at the owner’s own cost any curtains or blinds in that unit.
 - h. Leave the unit inadequately secured when it is not occupied. In particular the owner or occupier shall securely fasten all doors and windows to the unit when it is left unoccupied and allow the body corporate or the building manager to enter and fasten the same if left insecurely fastened, and observe and perform all reasonable requests relating to the security of the building.

Installation & Penetration Restrictions

2. An owner or occupier of a unit (which term includes any associated accessory unit) must not make any penetrations to or installations on common property unless prior written permission has been obtained from the body corporate, including but not limited to:

(a) **Awnings:** The installation of balcony awnings must be in accordance with the detailed Fraser Thomas engineering plans as held by the body corporate (49804/S1-S4) and specifications for installation. Owners must contact their BC Chairman for approved details of supplier and contractors.

Construction work shall be performed in a manner that avoids the likelihood of causing danger or hazards to people or property on or off site.

At the completion of the project Producer Statements from contractors should be held by Apartment owners for future reference.

(b) **Heat Pumps:** The installation of heat pumps must be carried out by the body corporates chosen approved contractor who is only permitted to use the body corporates chosen supplier and specified unit. One outdoor unit only per Unit is permitted and can only be installed on the front trackside balcony (not the rear southern balcony). Plans/drawings confirming the proposed location of the indoor and outdoor units, and the location of the proposed wall penetrations must be provided prior to installation. The outdoor unit sound level is not to exceed 56 dB(A) according to manufacturer specifications. Penetrations through exterior walls are to be sealed appropriately and in accordance with the New Zealand Building Code (AS1) Clause E2 – External Moisture.

(c) **Glazing:** Any modifications to the existing glazing must have the prior written approval of the body corporate.

(d) **Garages:**

(i) Any alterations or installations within the garages must have the prior written consent of the body corporate. Owners must obtain resource consent from council where applicable and ensure that all matters relating to health and safety, fire risks, insurance and occupancy are dealt with before approval can be given.

(ii) The colour and type of garage door cannot be changed from the original.

The owner undertakes to meet all costs associated with any permitted installations including any making good required to the common property.

The owner of the unit indemnifies the body corporate from all or any claims that may arise from the installation, maintenance, and subsequent removal of any permitted installations.

The body corporate, acting reasonably, reserves the right to direct the removal of the installation from the common property at any time, the cost of such removal being to the account of the owner.

The permission and conditions for any installations shall be binding on the current and any future owners of the unit.

Once written permission has been granted and the installation has been carried out, Owners must provide a copy of Producer Statement form (PS3) from the installer confirming installation in accordance with the NZ Building Code and Good Practice Guide.

Rubbish, Refuse & Waste

3. An owner or occupier of a unit (which term includes any associated accessory unit) must not:
 - a. Throw or allow any rubbish or litter to accumulate on or in any unit or on the common property, nor dispose of refuse anywhere except into bins or receptacles for removal either by the territorial authority or by independent contractors.
 - b. Place non-recyclable materials within the recycling bins.
 - c. Dispose of bulky items in the general waste or recycling bins, or within or around the bin store and must ensure that any items that do not fall within the distinction of general waste or recycling be removed by the owner occupier or by an independent contractor at the cost of the owner.
 - d. Dispose of any commercial waste.

Parking

4. An owner or occupier of a unit (which term includes any associated accessory unit) must not:
 - a. Park on the common property, including any area with yellow lines, unless the body corporate has designated it for car parking.
 - b. Park in any parking space or area allocated to another apartment or unit; with particular reference to the numbered allocated parking spaces along the southern fence lines, and the designated parking spaces located directly in front of each apartment's garage.
 - c. Park more than 2 cars in front of their garage for upper-level apartments, nor park more than 1 car (which must be parked parallel to their garage) in front of their garage for lower-level apartments.
 - d. Park in a manner that may restrict reasonable pedestrian access to common areas, in particular, access to the stairways.

Animals

5. An owner or occupier of any unit may not keep animals or pets on, in, or around that unit without the prior written permission of the body corporate, which permission may be withdrawn at any time without reason.

General Obligations

6. An owner or occupier of any unit must:
 - a. Dispose of rubbish hygienically and tidily.
 - b. Keep clean and free from dirt and rubbish such parts of the common property or any public footpath or way that adjoins the unit.
 - c. Not enclose or glaze any part of the front or rear balcony area and maintain any deck, balcony or courtyard forming part of the unit in a neat and tidy condition.
 - d. Comply with any requirements of the body corporate as to the security, control, or management of the common facilities such as signage, directory boards, security and fire prevention systems.

- e. Perform, from time to time as required by the body corporate or its agent, fire or disaster drills and observe all necessary and proper emergency evacuation procedures and co-operate with the body corporate in observing such rules and procedures.
- f. Keep clean all windows and replace any windows, shutters, awnings or doors which are broken, cracked or otherwise damaged with new glass or materials of the same pattern and quality.
- g. Forthwith upon contracting to part with possession of the unit by any means other than by sale, give to the body corporate full particulars of the private address and telephone number of the tenant, lessee or other occupier, and shall keep the body corporate promptly informed of any change of such address or telephone number.

Costs

- 7. Where any owner breaches any body corporate rule or other obligation arising out of the Act or defaults on payment of any levy struck by the body corporate or on any other payment due to the body corporate then that owner shall be liable to the body corporate for all costs, penalties, charges, interest, secretarial, administrative or other charges including solicitor-client costs which the body corporate incurs either as a direct or incidental consequence of the owner's default, described in this rule ("Costs") and for the purposes of this rule, the registered owner of a unit shall be liable for any breach of the type contemplated by this rule by any guest, licensee, tenant, or occupier of or to the unit. For the purposes of this rule, reference to "owner" includes all of these categories of persons. Where the body corporate has incurred Costs and an owner or agent of an owner makes any payment whatsoever to the body corporate, then notwithstanding any purported direction by that person for the application of such payment, the body corporate may in its sole discretion apply that payment towards any outstanding levy or any Costs.

Signage

- 8. The owners acknowledge and agree that any persons entitled to the naming rights or to signage rights to any part of the building shall have the following rights:
 - a. To have access to such locations in, on, or about the units or common property as the person entitled to the rights shall reasonably require at all reasonable time, or times, for the purpose of erecting, operating, illuminating, servicing, maintaining, repairing and replacing signs identifying the name or any part of the building in all things at the sole expense of the person entitled to the rights.
 - b. To change the location, design or style of any sign, or to change the name of the building from time to time, and at any time, to a design, style or to a name in each respect first approved in writing by the body corporate, which approval shall not be unreasonably or arbitrarily withheld provided that the new proposed signage or identity for any part of the building is based on a commercial identity or signage and does not have connotations that would bring the body corporate into disrepute or ridicule.

Security Keys

- 9. If for security purposes the body corporate or its agent restricts the access of any owner or occupier to a part of the common property it may make available to that person a security key (which term shall be deemed to mean a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems of communication systems in the building).

- a. An owner or occupier in possession of a security key must not duplicate it, or permit it to be duplicated, and must take all reasonable steps to ensure that the security key is not lost or handed to any other person.
- b. An owner or occupier must notify the building manager of the body corporate promptly if a security key is lost, or destroyed.
- c. An owner or occupier shall return the security key to the building manager upon permanently vacating the unit or in the event that for security reasons the building manager in his/her sole discretion decides to change the security access codes to the security key.

Body Corporate Management and Administration

10. The body corporate may:

- a. employ for or on its behalf such agents and servants as it thinks fit in connection with the control, management and administration of the body corporate and of its common property and in the exercise of its powers and duties.
- b. execute documents by seal and the affixation of the seal may be attested to by the body corporate's chairperson or by the secretary or by any two members of the body corporate's committee.