

NOTICE OF CHANGE TO BODY CORPORATE OPERATIONAL RULES

Section 106, Unit Titles Act 2010

Unit Plan: 512233
Body Corporate Number: 512233
Supplementary Record Sheet: 788283

Notice

The Body Corporate gives notice that the body corporate operational rules are changed as specified in the attached schedule of amendments.

The changes have been made in accordance with an ordinary resolution at the body corporate general meeting held on 14 February 2024.

Schedule of Amendments

1 Interpretation of terms, and rules binding on owners, occupiers, employees, agents, invites, 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 of 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 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.

5 Vehicle parking (see also Rule 29)

- (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 or the Body Corporate has given prior written consent.
- (b) An Owner of a 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 and free of litter;
 - (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.
- (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.

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 any part of the common property or on or to any external part of a unit

8 Contractors

An Owner of a unit who carries out all 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 (see also Rule 33)

An Owner of a unit:

- (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 material promptly, hygienically and tidily and ensure such disposal does not adversely affect the health, hygiene or comfort of other Owners;
- (c) must not burn any rubbish anywhere on the common property or in any unit; and
- (d) shall keep the unit free of vermin, pests, rodents and insects.

10 Cleaning and garden maintenance

An Owner of a unit must ensure the unit is kept clean at all times and any gardens, grounds, yards or paved areas within the unit are kept neat and tidy and are regularly maintained.

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 purpose.

13 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 unnecessarily and shall ensure that all taps in the unit are turned off after use.

14 Washing

An Owner of unit:

- (a) 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) ("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 linens outside a unit or outside any building contained in a unit, other than on any drying apparatus for which Body Corporate consent has been obtained in accordance with rule 14(a); and
- (c) shall not hang clothes, washing, bedding, towels or other items on the common property other than on parts of the common property designated by the Body Corporate as washing line areas, and such items may only be hung for a reasonable period.

15 Security and ventilation equipment (see also Rule 31)

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.

16 Floor coverings

Except in kitchen, laundry, toilet or bathroom areas of a unit, an Owner of a unit 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.

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 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.
- (b) An Owner or occupier must not smoke or vape or permit smoking of tobacco or any other product, or vaping, anywhere on the common property.

18 Pets

- (a) An Owner of a unit must not, without the prior written consent of the Body Corporate, bring or keep any animal or pet in any unit or the common property. Furthermore, consent for pet ownership applies to owners only. Tenants renting units will be excluded from owning pets. This is non-negotiable.

Large dogs, multiple pets per unit, yappy dogs, or a pet, unfriendly towards children, will not be considered for approval.

Due to the inherent nature of cats to roam and intrude into others unit spaces, coupled with no space for cats to defecate, no more than 1 cat, will be approved at Nine Oaks at one time (excluding currently approved cats).

Residents that have an approved cat, shall provide a working cat door giving access to the Resident's home. They shall also provide a litter tray for their cat and ensure the cat uses it. Should the cat foul in communal gardens or other areas within the complex, that Resident shall immediately clean up the mess and retrain the cat to use the litter tray. If a cat cannot be managed effectively in line with this Ruling, the Body Corporate Committee may request that Resident remove the cat from Nine Oaks permanently.

Consent of the Body Corporate is final and based upon good judgement for the betterment of all unit owners and will not be unreasonably or arbitrarily withheld. This consent may be revoked upon written notice if the rights or interest of any other Owner are adversely affected by any animal or pet.

- (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 a unit, and may bring such a dog onto the common property.
- (c) The Owner of any animal or pet permitted under rule 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.

19 Security

An Owner of a unit:

- (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 proprietor, 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.

21 Lifts

An Owner of a unit 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 used for carrying anything other than passengers, lift protection equipment supplied by the Body Corporate must be used.

22 Hazards, insurance and fire safety

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:

- (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.

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.

25 Leasing a unit

An Owner of a unit:

- (a) 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) must provide the Body Corporate with written notice of the full name, landline phone number and cell phone number for the Owner and for all tenants or occupants of the unit;
- (c) must inform any tenant or occupier of the unit that the mode of service under the Act is by email, and the Owner must provide the Body Corporate with written notice of the email address for service for the tenants or occupiers of the unit and the email address for service for the Owner; and
- (d) promptly notify the Body Corporate in writing of any changes to the details in rules 25 (b) and (c).

26 Storage Units on Common Property

- (a) The 34 storage units numbered 1-34 on the attached Storage Units Plan (the "Storage Units") form part of the common property and were designed and constructed to be licensed to relevant Owners (subject to availability) on terms and conditions set by the Body Corporate from time to time. Any tenant wanting to obtain a Storage Unit, should contact the owner to obtain the Storage Unit. The owner will contact the Body Corporate to obtain a Storage Unit which the owner will be responsible for, in all instances. 1 unit only will be allocated unless special circumstances require an additional unit, which will then be at the discretion of the Body Corporate.
- (b) Management and administration of the Storage Units shall be undertaken and effected by the property manager appointed by the Body Corporate to manage the unit title development (the "Property Manager") and on terms and conditions set by the Body Corporate from time to time.
- (c) Fees generated by the Body Corporate from the licensing of the Storage Units (after deduction of administration costs and expenses and tax (if any)) shall be distributed to all Owners in the unit title development by the Property Manager by way of application, set off and reduction against contributions to be levied on Owners by the Body Corporate (pursuant to Section 121 of the Act) in shares proportionate to the Owner's respective ownership interest.

27 Residential Use of Units Only

- (a) An Owner of a unit must not use a unit for any use other than residential use or home based business as defined by the Tauranga City Plan. For the avoidance of

doubt an Owner shall not carry out any commercial activities from a unit or within the unit title development.

28 Visitor Vehicle Parking

- (a) The unit title development contains 24 carparks on the Common Property that are designated for, and identified as, visitor vehicle parking only (each a "Visitor Vehicle Park" and together, the "Visitor Vehicle Parking").
- (b) An Owner (and for the avoidance of doubt, reference to an Owner herein includes a reference to any occupier 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) using Visitor Vehicle Parking:-
 - (i) must only use the Visitor Vehicle Parking for the purposes of temporary visitor parking;
 - (ii) must ensure that the Visitor Vehicle Parking is kept tidy and free of litter;
 - (iii) must ensure that any vehicle parked in the Visitor Vehicle Parking is parked within the boundaries of the Visitor Vehicle Park; and
 - (iv) shall not use any of the Visitor Vehicle Parking for any period longer than twenty four hours unless the Body Corporate has given prior written consent.
- (c) An Owner must ensure that visitors to his or her unit comply with the rules and are aware that non-compliance will result in vehicles being towed or removed pursuant to rule 28(d).
- (d) The Body Corporate may tow away or 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 28, at the expense of the owner of the vehicle concerned, and the Body Corporate shall not be liable for any resulting damage, loss or cost.

29 Health and Safety

- (a) Safety is the priority of the Body Corporate and the Body Corporate is committed to achieving zero harm in the unit title development.
- (b) All Owners:
 - (i) Acknowledge that the unit title development is used by multiple parties and Owners will ensure that they take all necessary precautions to ensure the Health and Safety of all of their contractors, visitors, and users of the unit and common property;
 - (ii) Acknowledge that there may be vehicles, machinery, plant and equipment of various types on or in operation in the unit title development from time to time;
 - (iii) Shall take all practicable steps to ensure that their contractors, visitors and users comply with all directions and instructions from the Owner and the Body Corporate;

- (iv) Shall ensure that all of their contractors, visitors, and users are familiar and comply with health and safety policies, and any modifications to those policies that may be introduced by the Body Corporate from time to time;
- (v) Agrees to co-operate with all other users of the common property for the common purpose of ensuring the safety of all other Owners, users and visitors to the unit title development;
- (vi) Shall, as soon as possible after becoming aware that a notifiable event (as defined in the Health and Safety at Work Act (2015) has occurred relating to the unit or common area, notify Worksafe NZ and the Body Corporate.

30 Powers and duties of Body Corporate

- (a) The Body Corporate reserves the right to take action to remedy a breach of these Rules by any Owner. Should the breach not be remedied following a reasonable notice period (assessed relevant to the level of impact to Owners) to the Owner, the Body Corporate reserves the right to charge all costs associated with remedying the breach plus 10% administrative fee to the Owner responsible for the breach.
- (b) The Body Corporate may paint and redecorate the exterior of any unit from time to time if the condition so requires. Any costs incurred may be levied upon the Owner of the unit and will be payable by that Owner.
- (c) The Body Corporate may enter into any agreement with a manager (whether or not incorporated) for a fixed period of time to be determined by the Body Corporate for the carrying out and management of the duties of the Body Corporate at such remuneration and upon such terms and conditions as it may approve (the "Manager").
- (d) The Body Corporate may settle and approve schemes for the exterior colour and landscaping of the units and for signs to be erected or painted on the common property.
- (e) Any expenditure of over \$10,000.00 not being expenditure which the Body Corporate is legally obliged or previously authorised to incur, will be referred to a general meeting.

31 Security, Ventilation and Fire Safety Equipment (continued)

- (a) An Owner must not install any ventilation or air conditioning equipment on to or through the exterior of his or her unit that would be visible from the common property or from outside the unit title development without the prior written consent of the Body Corporate.
- (b) An Owner must not install any alarm or security equipment in his or her unit without the prior written consent of the Body Corporate.

32 Security (continued)

- (a) An Owner must:
 - (i) Comply with any directions issued by the Body Corporate in respect of the security of the unit title development including:

- (I) The issue of security access keys, cards or codes including the payment of a deposit; and
 - (II) The right to remove from the unit title development or refuse admission to the unit title development any person about whom the Body Corporate has received a complaint.
- (b) An Owner must immediately notify the Body Corporate if a security access key, card or code giving access to the common property has been lost, stolen or destroyed.

33 Rubbish and pest control (continued)

- (a) An Owner must dispose of all rubbish and recycling promptly, hygienically and tidily in the bins or areas designated for rubbish and recycling collection;
- (b) An Owner must comply with any directions as to the disposal of rubbish and recycling given by the Manager or Body Corporate from time to time. Owners must keep all bins or areas designated for rubbish and recycling collection in a tidy state at all times.
- (c) An Owner shall not let or allow anything to be kept on or accumulated within the unit or the common property that may cause an infestation of vermin, pests, rodents and insects.
- (d) An Owner must not throw or let fall any rubbish or recycling from any window or balcony or into any lift, corridor or passageway.
- (e) The Body Corporate shall recover the cost of removing rubbish or recycling from any part of the unit title development that is not designated for rubbish and recycling collection, from the Owner responsible.

34 Courtyard gardens, courtyard gates and deck

- (a) If Owner requires a gate in their courtyard, the gate must be a qualify, built-gate, in keeping with existing gate style (non-painted wooden palings or white metal gates). A phot of the proposed new courtyard gates must be sent to Body Corporate for approval prior to installation. Pallet gates or any design that deviates, will not be allowed, and may result in removal. The gates will be no higher than the existing boundary wall.
- (b) Garden pots or moveable garden beds, confined to the Owner's courtyard, is allowed. However fixed beds, that require fixing to concrete, or to apartment walls or boundaries, would not be allowed under any circumstances.
- (c) Unpainted decking timber can be used for privacy on the boundaries only, of the upstairs deck. This does not include using any type of privacy installation along the length of the deck. The decking timber must not exceed the height of the deck divider and must look identical to the existing dividers which are already in place, using standard decking timber. Deviation from this ruling will result in removal of any privacy installation.