

View Instrument Details



Instrument No 12864774.1
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Lodged By Reynish, Judith Anne
Instrument Type Unit Titles Act 2010 - Notice/Change of Rules - s105 106



Affected Records of Title	Land District
853091	North Auckland

Annexure Schedule Contains 10 Pages.

Signature

Signed by Cameron Lawrence Berridge as Applicant Representative on 30/10/2023 01:28 PM

***** End of Report *****

Form 15
Notice of change to body corporate operational rules
Section 106, Unit Titles Act 2010

Unit plan: 525692

Body Corporate Number: 525692

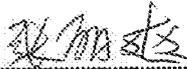
Supplementary record sheet: 853091

Notice

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

The Body Corporate has adopted and modified the Body Corporate operational rules pursuant to an ordinary resolution passed at the Body Corporate general meeting held on Thursday 7 September 2023.

Signed for and on behalf of Body Corporate 525692



Body Corporate Chairperson

Lishuang Zhang
Name
111/145 Nelson Street
Address

Before me: 

Body Corporate Committee Member

STEPHEN ZHAO
Name
1/10/27 Union street
Address

Date: 04/10/2023

Schedule of Amendments

MIXED USE MODEL OPERATIONAL RULES

1. INTERPRETATION OF TERMS, AND RULES BINDING ON OWNERS, OCCUPIERS, EMPLOYEES, AGENTS, INVITEES, LICENCEES AND TENANTS

- 1.1 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.
- 1.2 These rules are binding on all owners and occupiers of units in the unit title development as well as the employees, agents, invitees, customers, licencees and tenants of all owners and occupiers of units in the unit title development.
- 1.3 "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

2.1 An Owner of a unit must not:

- (a) interfere with the reasonable use or enjoyment of the common property by other Owners;
- (b) obstruct any lawful use of the common property by other Owners;
- (c) obstruct any lawful use of the residents' lounge on level 13 by other Owners;
- (d) leave any items outside the door to their unit;
- (e) interfere with the lawful use of any part of the common property by any party pursuant to an easement or other registered interest;
- (f) interfere with the lawful use of the common property for the purposes of maintaining or repairing any building services or infrastructure;
- (g) restrict any light or air in any unit or common property or obstruct or cover any windows, sky lights, lights or other means of illumination of any unit or common property;
- (h) do or allow to be done anything that detracts from the amenity value of the common property;
- (i) do or allow to be done anything that detracts from the amenity value of the residents' lounge on level 13;
- (j) breach the terms of any land covenant, consent notice or easement registered against the title to the Common Property;

provided that this clause does not impede the rights of the Body Corporate to licence the use of part of the common property for specific uses including but not limited to café seating, bike parks, scooter parks, air conditioning, rubbish bins or disabled parking.

- 2.2 Neither the registered owner nor the occupier of a unit that is not a residential unit may allow their employees, agents, invitees, licensees or tenants to use the residents' lounge on level 13 for any reason other than fire egress.

3. DAMAGE TO COMMON PROPERTY

3.1 An Owner of a unit must not:

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- (a) damage or deface the common property; and
- (b) drive, operate or use, or permit to be driven, operated or used, any vehicle or machinery on the common property of a size and weight that is likely to cause damage to the common property and any such damage caused or contributed to shall be paid for by the Owner responsible.

4. USE OF FACILITIES, ASSETS AND IMPROVEMENTS WITHIN THE COMMON PROPERTY

- 4.1 An Owner of a unit must not use or permit to be used, 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 or assets or improvements set by the Body Corporate from time to time.
- 4.2 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 purpose other than for entering or leaving the unit title development.
- 4.3 No part of the common property shall be used or be permitted to be used as a shelter or gathering place for the homeless, begging, a place for depositing or storing belongings, (unless permitted by the body corporate manager) loitering by any person who is not a member of body corporate 477196, 505564 or 525692 (Prima, Centro and Altro buildings in the SugarTree development) or their invitee.
- 4.4 No person shall consume alcohol or drugs on any part of the common property, provided that alcohol may however be consumed in areas designated by the body corporate or by easement for use by the patrons of any cafe or restaurant or otherwise as part of the business use of a retail unit which holds a valid liquor licence.
- 4.5 No person shall:
 - (a) leave any rubbish, item of furniture, luggage, or similar in on or around the Common Area.
 - (b) leave in the rubbish room, any oversized or inorganic items including but not limited to, furniture, appliances, or bedding.
- 4.6 All parcels or other items of mail shall be collected and removed from the Common Area in a timely manner.
- 4.7 The Body Corporate, or the Building Manager on behalf of the Body Corporate may forthwith, and without notice, remove any items found to breach clause 4.5, 4.6, or 24.4.
- 4.8 Those persons found in breach of clause 4.5, 4.6 or 24.4 shall be liable to pay the Body Corporate's costs incurred under clause 4.7.

5. VEHICLE PARKING

- 5.1 An Owner of a unit must not park any vehicle (including any motorbike or scooter) or permit any vehicle (including any motorbike or scooter) 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.
- 5.2 An Owner of a unit must only park a vehicle or permit a vehicle to be parked in a carpark that has been designated as a disabled carpark if a suitable mobility parking permit is displayed in the vehicle. Any disabled carpark is available for use of Owners of commercial units only.
- 5.3 An Owner of a unit that is designated for use as a vehicle park must:
 - (a) subject to clause 5.3(b) only use the vehicle park for the purpose of parking one vehicle per park unless the carpark is specifically designed as a tandem carpark;

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- (b) if the vehicle park is a motorbike park only use the vehicle park for the purpose of parking a motorbike, scooter, electric bike, jetski, trailer or similar;
- (c) ensure the vehicle park is kept tidy and free of litter;
- (d) not use the vehicle park or permit it to be used for storage;
- (e) ensure that any vehicle parked in the vehicle park is parked within the white boundary lines of the vehicle park; and
- (f) clearly mark any vehicle parks designated solely for use by employees or customers of the Owner.

5.4 Those areas within the common property which the Body Corporate has designated as bike parks or as scooter parks, shall only be used as a bike park or a scooter park (as appropriate) by any Owner of a unit. Such parties shall be used in accordance with any system reasonably implemented by the Body Corporate to regulate their use of the parks.

5.5 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.

5.6 The Owner of a unit that is designated for use as a vehicle park may add an EV charger to their unit subject to the Body Corporate confirming there is sufficient capacity within the transformer and the electricity network to supply the EV charger without impact on the use or proposed use of electricity by other Owners.

6. AERIALS, SATELLITE DISHES AND ANTENNAS

6.1 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. 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, NOTICES, ADVERTISING AND PROMOTION

7.1 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.

7.2 An Owner of a unit must not display any temporary or mobile signage, including but not limited to sandwich boards and portable banners ("temporary signage"), at any time other than during the opening hours of the business operating from a unit, and must not display any temporary signage on the common property or any accessory unit without the prior written consent of the Body Corporate.

7.3 An Owner of a unit must not display any goods or services on common property or any accessory unit or use the common property or any accessory unit for any business, promotional or commercial purpose without prior written consent of the Body Corporate.

7.4 Rules 7.2 and 7.3 do not apply to any unit used solely for residential purposes.

7.5 An Owner of a unit must not erect, fix, place or paint any signs or notices of any kind in accordance with clauses 7.3 or 7.6 or display any temporary signage in accordance with clauses 7.3 or 7.6 that is in any language other than English unless they first obtain the written consent of the Body Corporate.

7.6 An Owner of a unit must not display, erect, fix, place or paint any signs or notices of any kind in a principal unit or in accessory unit that is visible from either the common property or the external part of the unit unless they first obtain the written consent of the Body Corporate.

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8. CONTRACTORS

- 8.1 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. The Owner must ensure that any such contractor is given a copy of the building hazards register prior to undertaking any such work.

9. RUBBISH AND PEST CONTROL**9.1 An Owner of a unit:**

- (a) must not leave rubbish, recycling material, trade refuse or waste, dirt or other 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 ensure all rubbish and recycling material is properly and hygienically contained before it is removed from their unit so that no rubbish or waste is deposited, leaked or spilled on the common property;
- (c) 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;
- (d) must not burn any rubbish anywhere on the common property or in any unit; and
- (e) shall keep the unit free of vermin, pests, rodents and insects.

10. CLEANING AND GARDEN MAINTENANCE

- 10.1 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.
- 10.2 An Owner shall not prevent the body corporate's cleaners or other contractors from accessing any private balcony which is part of a principal unit, for building maintenance purposes (eg. for washing the building).

11. CLEANING AND REPLACING GLASS

- 11.1 An Owner of a unit must keep clean all glass contained in windows, doors or balconies 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

- 12.1 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

- 13.1 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.
- 13.2 An Owner of a unit shall not waste water unnecessarily and shall ensure that all taps in the unit are turned off after use and all leaks are attended to quickly.

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14. WASHING**14.1 An Owner of a unit:**

- (a) 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 on or from any deck or balcony; and
- (b) shall not hang any 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. BALCONIES**15.1 An Owner of a unit must not:**

- (a) use on any deck or balcony, any light or plastic furniture or similar items that may be blown off the deck or balcony;
- (b) install or place any tables, chairs or other furniture on a deck or balcony in a position where it may be used by a child to climb over the deck or balcony;
- (c) throw cigarette butts, dust, litter or any other item, or beat any mat or carpet on or in the common property, or over any balcony or out of any window;
- (d) use or install on any deck or balcony, any screen, partition, guard or similar arrangement that alters the appearance of the balcony from the exterior of the building;
- (e) use or install on any deck or balcony, any screen, partition, guard or similar arrangement that is not constructed of a non-combustible material;
- (f) enclose the deck in any manner;
- (g) use the balcony for storage.

16. SECURITY AND VENTILATION EQUIPMENT

16.1 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.

16.2 An Owner of a unit must not install any air conditioning or ventilation equipment on the deck within a unit unless it is positioned and screened in a manner approved by the Body Corporate.

17. FLOOR COVERINGS

17.1 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.

18. WINDOW DRESSING

18.1 An Owner of a unit must ensure that all blinds or drapes used on windows have plain white backing and when viewed from the exterior have a uniform plain white appearance.

19. NOISE, BEHAVIOUR AND CONDUCT

19.1 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 or is in breach with any regulatory requirements.

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20. PETS

- 20.1 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. Consent of the Body Corporate shall not be unreasonably or arbitrarily withheld and may be revoked upon written notice if the rights or interests of any other Owner are adversely affected by any animal or pet.
- 20.2 Notwithstanding rule 20.1 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.
- 20.3 An Owner of any animal or pet permitted under rule 20.1 or any dog permitted under rule 20.2 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.

21. SECURITY**21.1 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 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 21.1(b) or (c) are breached.

- 21.2 All owners and residents requiring access to the building must carry their own access keys or tags to enter the building or carpark. For security purposes, the building manager or security may verify including in accordance with rule 29.1(b) that the person who enters the building has registered as an owner or occupier of any unit or is otherwise a visitor invited by the occupier. Failure to comply with any requirement of the body corporate may result in access to the building being denied.

22. MOVING AND INSTALLING OBJECTS

- 22.1 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.
- 22.2 An Owner of a unit must not, without the prior written consent of the Body Corporate erect, fix, place or install any object in any unit in a manner that penetrates, or has the potential to penetrate any wall between 2 units or between a unit and common property. Any breach of this rule is deemed to also be a breach of clause 26.1(d) of these rules.

23. LIFTS

- 23.1 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 to be used for carrying anything other than passengers, lift protection equipment supplied by the Body Corporate must be used.

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24. USE OF UNIT

- 24.1 An Owner of a unit must not use or permit any unit to be used for the purpose of community housing, a half-way house, shelter for the homeless, Housing New Zealand tenancies or any similar housing.
- 24.2 An Owner of a unit must not use or permit any unit to be used for the purposes of prostitution or for the sale of adult videos or sex toys.
- 24.3 An Owner of unit must comply with any land covenant registered against the supplementary record sheet or the title to their unit.
- 24.4 An Owner shall not place any objects on top of a storage locker. Failure to comply is a breach of the fire regulations. The body corporate will have the authority to remove any objects placed on any storage locker which is in breach of this rule.

25. DELIVERY AREAS

- 25.1 Any part of common property designated by the Body Corporate as an area for the receipt, delivery or other movement of goods, supplies, produce, merchandise, freight, or other articles, including but not limited to a loading dock or lift designed for goods only, (together called "delivery area"), must only be used:
- (a) by Owners of units or anyone permitted by an Owner;
 - (b) for the purpose for which it was designed and constructed; and
 - (c) during certain hours set by the Body Corporate from time to time.
- 25.2 An Owner of a unit that contains a delivery area must not move any goods, supplies, produce, merchandise, freight, or other articles in or out of the unit except through the delivery area.

26. HAZARDS, INSURANCE AND FIRE SAFETY

- 26.1 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.

27. EMERGENCY EVACUATION DRILLS AND PROCEDURES

- 27.1 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.

28. NOTICE OF DAMAGE, DEFECTS, ACCIDENTS OR INJURY

- 28.1 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.

29. LEASING A UNIT

- 29.1 An Owner of a unit:

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- (a) must provide a full copy of these rules and fully 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 cellphone number, next of kin and emergency number and e-mail addresses 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 29.1(b) and 29.1(c).

30. RETAIL/COMMERCIAL UNITS

- 30.1 The Owners of AU102C on DP525692 must maintain and provision the toilets located in AU102C on DP525692 to the standard as set out in the land covenant registered against the titles and dealing with such issues and, in the absence of any land covenant, to a high standard of hygiene. Any associated costs shall be paid by the Owners of AU102C in the manner set out in such land covenant or equally in the event no covenant is registered. The Owners recognise the management of the collection of associated costs, the maintenance and provisioning of AU102C will be facilitated by the body corporate manager appointed from time to time by the Body Corporate.

31. RESIDENTS' LOUNGE ON LEVEL 13

- 31.1 The residents' lounge located on level 13 and associated access areas may only be used by persons who are a member of body corporate 525692 (or any invitee of any such member) or who otherwise have the right of use pursuant to a registered easement. The residents' lounge may be used only in accordance with the terms of these rules, any registered easement providing the right of access to the residents' lounge and any applicable land covenant.
- 31.2 No Owner may:
- (a) use or permit to be used the residents' lounge for commercial purposes;
 - (b) bring or leave or permit to be brought or left furniture or equipment in the residents' lounge;
 - (c) use or permit to be used residents' lounge for any unlawful activities;
 - (d) wilfully or intentionally cause any damage to the residents' lounge or any fixtures or fittings erected in the residents' lounge;
 - (e) permit any more than 48 people to be in the residents' lounge at any one time (or such lesser number as is stipulated by any relevant regulatory authority);
 - (f) other than in the event of using the residents' lounge for fire egress, enter the residents' lounge if 48 or more people (or such lesser number as is stipulated by any relevant regulatory authority) are in the residents' lounge;
 - (g) remain in the residents' lounge for any longer than two hours in the event others who have the right to use the residents' lounge whether as owners or by virtue of an easement wish to but are unable to because of the requirements of clause 31.2(e);
 - (h) loiter in the stairs, hall way, lobby or other areas used for the provision of access to the residents' lounge;
 - (i) other than in the event of using the residents' lounge for fire egress, enter into the residents' lounge or the associated access areas if their entry would cause there to be more people within the lounge or access areas than is permitted by any relevant regulatory authority;

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- (j) consume food or drink (other than water) in the residents' lounge;
 - (k) use the residents' lounge at any time other than between 7 AM and 10 PM or, on each new year's eve between 7 AM and 1 AM;
 - (l) use the residents' lounge for conducting any party unless they have first obtained the consent of the body corporate manager;
 - (m) make (or permit to be made) any noise from the residents' lounge so as to unreasonably disturb the occupiers or Owners of other units;
 - (n) use the residents' lounge other than in accordance with the terms of any consent notice, covenant or easement registered in respect of that area.
- 31.3 Any persons who do not comply with the rules may be removed from the area by the body corporate or the building manager or may be prohibited from using the residents' lounge for such period as the body corporate or the building manager shall reasonably determine. The Owner of any unit whose invitees do not comply with the rules may be prohibited from using the residents' lounge for such period as the body corporate or the building manager shall reasonably determine.
32. **COMMON AREAS - SMOKE FREE**
- 32.1 All of the common areas shall be smoke free and vape free unless the Body Corporate has determined any particular area is a smoking area.
33. **TRANSFORMER IN BASEMENT 1**
- 33.1 No Owner or occupier of a unit may unreasonably impede or restrict access by the body corporate manager and/or any service providers or their contractors to and from the power transformer located in basement level 1. No objects are to be placed or stored on or around the transformer or the surrounding area or in the adjacent corridor.
34. **FEE FOR BREACH OF RULES**
- 34.1 An Owner of a unit may be charged an administration fee of \$175.00 + GST or such other reasonable amount as determined by the Body Corporate, for breaching any rules. Such fee to cover time and administration costs to review any such breach. This fee is in addition to the Body Corporate's right to collect any other costs required to remedy, repair or rectify such breach and may be adjusted annually in accordance with change to the CPI Index (All Groups).

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