

View Instrument Details



Instrument No 12644733.1
Status Registered
Date & Time Lodged 23 December 2022 13:05
Lodged By Gibbons, Thomas Nathanael
Instrument Type Unit Titles Act 2010 - Notice/Change of Rules - s105 106



Affected Records of Title	Land District
NA127B/674	North Auckland

Annexure Schedule Contains 15 Pages.

Signature

Signed by Thomas Nathanael Gibbons as Applicant Representative on 23/12/2022 01:05 PM

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

Form 15

Notice of change to body corporate operational rules
Section 105, Unit Titles Act 2010

Unit plan: DP 198438

Body Corporate Number: 198438

Supplementary record sheet: NA127B/674

Notice

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


The changes have been made in accordance with an ordinary resolution at the body corporate general meeting held on 25 October 2022.

Schedule of amendments

[See attached]

Date: 23/12/2022

Signature of body corporate:



Frank O'Sullivan
Oliver

Before me: *RBA*

Full name of witness: Roger Bernard Apperley

Address of witness: 2208-1 Courthouse Lane, Auckland Central 1010

Roger Bernard Apperley, JP
#6168
AUCKLAND
Justice of the Peace for New Zealand

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.

Body Corporate 198438 - Metropolis
Operational Rules

1 Interpretation of terms and rules binding on Owners and Occupiers

- (a) Terms defined in the Unit Titles Act 2010 (“Act”) and the Unit Titles Regulations 2011 (“Regulations”) have the same meaning in these rules as they have in the Act or Regulations, unless the context otherwise requires.
- (b) These rules are binding on all owners and occupiers of Units in the Unit Title Development.
- (c) “Unit” includes any accessory Unit owned in conjunction with any principal Unit.

2 Interference and obstruction of Common Property

An Owner or Occupier of a Unit must not:

- (a) Interfere with the reasonable use or enjoyment of the Common Property by other Owners and Occupiers;
- (b) Obstruct any lawful use of the Common Property by other Owners and Occupiers;
- (c) Use any part of the Common Property for the storage of possessions; and
- (d) Restrict any light or air in any other Unit or Common Property or obstruct or cover any windows, sky lights, lights or other means of illumination of any other Unit or Common Property.

3 Damage to Common Property

- (a) An Owner or Occupier of a Unit must not:
 - (i) Damage or deface the Common Property;
 - (ii) 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; nor
 - (iii) Interfere or tamper with the infrastructure of the Unit Title Development

4 Recovery of money

An Owner is responsible for any expense incurred by the Body Corporate in doing any repairs, work, or act, rendered necessary by reason of any wilful or negligent act or omission on the part of, or any breach of the Act, the Body Corporate rules, or any regulations by any unit owner of his or her tenant, lessee, licensee, or invitee, together with any reasonable costs incurred in collecting the expense.

5 Use of facilities, assets and improvements within the Common Property

- (a) An Owner or Occupier of a Unit must not use any facilities contained within the Common Property or any assets and improvements that from 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.
- (b) The following conditions apply to the use of the gymnasium, recreation area, spas and swimming pool together with the surrounding areas (the recreational facilities):
 - (i) The recreational facilities may only be used by an Owner or Occupier or the visitors of an Owner or Occupier between the hours nominated from time to time by the Body Corporate;
 - (ii) No Owner or Occupier shall conduct or allow any other person to conduct a business from the recreational facilities including without limitation personal training or coaching provided that nothing in this rule shall stop an Owner or Occupier from receiving personal training or coaching in the recreational facilities;
 - (iii) Children up to and including 12 years of age may only use the recreational facilities if accompanied by an adult and supervised by an adult;
 - (iv) Running, ball playing, noisy or hazardous activities are not permitted in or around the recreational facilities; and
 - (v) The showers in the associated common area shall not be used except in conjunction with the use of the recreational facilities.
- (c) 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.

- (d) **Use of facilities, assets and improvements within the Common Property:** An Owner or Occupier of a Unit or their visitors or invitees must not smoke or condone other people smoking within any area comprising the Common Property.

6 **Use of the Unit**

An Owner or Occupier of a Unit shall not:

- (a) Use or permit the Owner's Unit to be used for any purpose which:
 - (i) Interferes with the reasonable use and enjoyment of the Unit Title Development by any other Unit Owner or Occupier;
 - (ii) Causes damage or harm, whether physical, economic, or otherwise, is, or has the potential to cause damage or harm, to the Common Property, any building element, any infrastructure or any other Unit in the building;
 - (iii) Impacts adversely on the capacity of the infrastructure of the Unit Title Development to cope with the changed use;
 - (iv) Is a use for which the Unit is not designed or constructed.
- (b) Change the use of the Unit from the prevailing immediately prior to the proposed change without the prior written consent of the Body Corporate, which shall not be unreasonably withheld. For the avoidance of doubt, the prevailing use immediately prior to the proposed change means the specific use to which the Unit is being put (for example; retail shop (given its widest meaning), residential or office).

And:

- (c) Use or permit to be used any drugs and/or illegal substances within a Unit or on common property.
- (d) Where the body corporate has cause to suspect a Unit occupier is using drugs and/or illegal substances the body corporate may have the Unit tested for drug and/or illegal substance contamination and may appoint a suitable contractor to undertake cleaning of the Unit to remove any such contamination.

- (e) If a Unit has been confirmed as contaminated due to drug and/or illegal substance use all costs associated with investigation, cleaning and administration shall be recoverable from the Unit Owner whose Unit is the cause of this contamination, including, but not limited to any surrounding areas that may be contaminated.
- (f) Where a Unit is tenanted the Unit Owner shall be required to complete independent professional testing for drug and/or illegal substance use between tenancies and must provide the results of any testing to the Body Corporate on request.
- (g) Where a Unit is tenanted:
 - (i) The body corporate may require that the Unit be vacated by all tenants and other persons while remedial investigations and/or decontamination works are completed.
 - (ii) The body corporate may, if the Unit has been confirmed as contaminated due to drug and/or illegal substance use, require that the Unit Owner take all steps necessary to terminate the tenancy, including taking action through the Tenancy Tribunal, at the cost of the Unit Owner.
 - (iii) If the body corporate requires that the Unit be vacated and/or that the tenancy be terminated under rule (f)(i) and/or (f)(ii) above for health and safety reasons, then all costs relating to the vacation and rehousing of that tenant away from Metropolis are to be met by the Unit Owner and/or the tenant (and not by the body corporate).

7 Vehicle Parking

- (a) An Owner or Occupier 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 or Occupier 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;
 - (iv) Ensure that any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park; and

(v) Must clearly mark any vehicle parks designated solely for use by employees or customers of the Owner or Occupier.

(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 7(b), 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.

8 Aerials, satellite dishes and antennas

An Owner or Occupier of a Unit must not erect, fix or place any aerial, satellite dish, antenna, transmission sending or receiving device or similar apparatus on or to the exterior of the building or on or to the Common Property without the prior written consent of the Body Corporate. The consent of the Body Corporate may be varied or revoked if the rights of another Owner or Occupier are adversely affected by the exterior aerial, satellite dish, antenna, transmission sending or receiving device or similar apparatus.

9 Signs, notices, advertising and promotion

An Owner or Occupier of a Unit must not:

(a) 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 without the prior written consent of the Body Corporate, which in the case of retail units, shall not be arbitrarily or unreasonably withheld. Nothing in this rule prohibits an Owner from refurbishing or altering the content of signage previously approved.

(b) Display any temporary or mobile signage, including but not limited to sandwich boards and portable banners ("temporary signage") on the Common Property at any time, or in any Unit other than during the opening hours of a business operating from the Unit without the prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld.

(c) An Owner or Occupier of a Unit must not display any goods or services on Common property or in any accessory unit or use the Common Property or any accessory unit for any business, promotional or commercial purpose.

10 Exterior appearance

An Owner or occupier of a Unit must not:

- (a) Erect any awning or external blinds on the exterior of the building;
- (b) Change the colour or appearance of any glazing; and
- (c) Hang internal curtains or other window treatments that are inconsistent with a specification published from time to time by the Body Corporate. When formulating a specification the Body Corporate shall ensure as far as is practicable that the curtains or window treatments present a uniform and orderly appearance when viewed from outside the building.

11 **Contractors**

- (a) An Owner or Occupier of a Unit who carries out any repair, maintenance, minor redecoration 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 Occupiers, and ensure that such work is carried out in a proper and tradesman like manner.
- (b) An Owner or Occupier who carries out additions, refurbishment works (other than minor redecoration) or fitout works shall not commence the work without obtaining a written copy of the Body Corporate's fitout and sundry works protocols from the Body Corporate, and making all necessary arrangements to comply with the building's fitout and sundry works protocols.

12 **Smoking**

- (a) An Owner or Occupier of a unit must not smoke or permit smoking to occur anywhere on the Common Property.
- (b) An Owner or Occupier must not dispose of smoking litter or permit the disposal of smoking litter including without limitation cigarette butts, ash and packaging anywhere on the Common Property.

13 **Rubbish and pest control**

An Owner or Occupier 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 and Occupiers.

- (b) Must dispose of rubbish and recycling material promptly, hygienically and tidily and ensure that such disposal does not adversely affect the health, hygiene or comfort of other Owners and Occupiers.
- (c) Must not drop or allow anything to fall from any window, balcony or deck including but not limited to bottles, cans, cigarette litter, glass, vessels, waste material or rubbish;
- (d) Must not burn any rubbish anywhere on the Common Property or in any Unit; and
- (e) Shall keep the Unit clean and free of vermin, pests, rodents and insects.

14 **Cleaning and replacing glass**

An Owner or Occupier 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.

15 **Lawns and gardens on Common Property**

An Owner or Occupier 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.

16 **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
- (b) An Owner or Occupier of a Unit shall not waste water unnecessarily and shall ensure that all taps in the Unit are turned off after use and when necessary replace tap washers or otherwise attend to any dripping tap or leaking plumbing.

17 **Washing**

An Owner or Occupier of a Unit:

- (a) Shall not hang any clothes, washing, bedding, towels or other items outside or from a Unit or on or from any deck or balcony or any other place visible from the exterior of the building; and
- (b) Shall not hang any clothes, washing, bedding, towels or other items on the Common Property.

18 **Security, fire and ventilation equipment**

An Owner or Occupier of a Unit shall comply at all times with the operating and maintenance instructions of any security, fire warning and protection, air conditioning or ventilation equipment in the Unit.

19 **Floor coverings**

Where hard flooring (including but not limited to tiles and timber flooring) is to be installed within a Unit, this flooring must meet or exceed the intertenancy impact performance of IIC 65-70 / AIIIC 60-65 to those floor surfaces. The unit Owner is required to appoint an acoustic consultant approved by the body corporate and paid by the unit owner to confirm that the performance requirements were met on completion of the flooring installation. The body corporate may from time to time require further testing on reasonable notice, by an acoustic consultant approved by the body corporate and paid by the unit owner, to confirm the performance requirements continue to be met.

20 **Noise, behaviour and conduct**

An Owner or Occupier of a Unit shall not:

- (a) 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 and Occupiers;
- (b) Hire, rent, lease or licence a Unit for use as a place of public congregation unless the Unit has previously been designated for use as a restaurant, bar, conference centre, café, or other similar use intended for the purpose of hosting public gatherings.

21 **Pets**

- (a) An Owner or Occupier of a Unit must not bring or keep any animal, bird or pet in any Unit or on the Common Property.
- (b) Notwithstanding rule 21(a) any Owner or Occupier 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.

22 **Security**

An Owner or Occupier 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 22(b) or (c) are breached.

23 **Moving and installing heavy objects**

An Owner or Occupier 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.

24 **Lifts**

An Owner or Occupier of a Unit must comply at all times with any notice or instruction given or displayed in any lift in the Unit Title Development. An Owner or Occupier shall not, or allow anyone else to transport anything other than passengers in the passenger lift and shall use or cause to be used the goods and service lift in the cart dock for the movement of all other items.

25 **Delivery areas and arrangements**

- (a) Any part of the 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 the High Street loading dock and service lift designated for goods only (together called "delivery area") must only be used:
 - (i) By Owners and Occupiers of Units or any one permitted by the Owner;
 - (ii) For the purpose for which it was designed and constructed; and
 - (iii) During certain hours set by the Body Corporate from time to time.
- (b) Any delivery area in a Unit must only be used by the Owner of the Unit or anyone permitted by the Owner or Occupier and must only be used for the purpose for which it was designed and constructed.
- (c) An Owner or Occupier of a Unit shall not move any goods, supplies, produce, merchandise, freight, furniture, possessions or other articles in or out of the Unit except through the High Street delivery area and service lift.
- (d) An Owner or Occupier of a Unit shall ensure all service providers carrying equipment or tools of trade including without limitation cleaners, tradesmen and service agents shall use the service lift and shall not carry equipment, tools of trade or similar in any passenger lift.
- (e) All relocations into and out of the building shall be at a time agreed in advance, and arranged with the Body Corporate's representative nominated from time to time for the purpose.

26 **Balconies**

An Owner or occupier of a Unit shall not store on any balcony or deck any plants, shrubs, furniture, possessions, or any other things, which are likely to interfere with the effective cleaning or servicing of the exterior of the building.

27 **Hazards, insurance and fire safety**

An Owner or Occupier of a Unit must not bring onto, use, store or do in a Unit or on 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 any dangerous goods or any requirements of any Territorial Authority; or
- (c) Created 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.

28 Emergency evacuation drills and procedures

An Owner or Occupier of a Unit must co-operate with the Body Corporate during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures.

29 Notice of damage, defects, accidents or injury

Upon becoming aware of any damage, defilement 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 or Occupier of a Unit must immediately notify the Body Corporate.

30 Compliance with Sale of Liquor Act and other statutes

Where a business operating from a Unit is subject to the Sale of Liquor Act 1989 or any other statute, regulation or enactment to which the business is subject (together called "statute") the Unit Owner and Occupier must ensure that the requirements of the statute are complied with at all times and must take all reasonable steps to ensure that the business operation does not interfere with use and enjoyment of the Unit Title Development by other Owners or Occupiers.

31 Leasing a Unit

An Owner or Occupier of a Unit must:

- (a) 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) Provide the Body Corporate with written notice of the full name, landline phone number and cellphone number for the Owner and for all tenants or occupants of the Unit;
- (c) 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 31(b) and (c).

32 **Employees Agents Invitees and Licensees**

An owner or Occupier of a unit must ensure the Owner or Occupier's employees, agents, invitees and licensees are aware of these rules and comply with them.

33 **Metropolis brand**

An Owner or Occupier of a Unit shall not:

- (a) Use the name "Metropolis" or any livery or logo associated with the Metropolis name for any purpose including without limitation the prompting or naming of the Owner's Unit or business without the prior written consent of the Body Corporate.
- (b) The Body Corporate may withdraw or vary its consent if it considers that the good name of the Body Corporate is being brought into disrepute or the business activity to which the name, livery or logo is being associated with is inconsistent with the reputation or best interests of the Unit Title Development.

34. **Installation and Use**

34.1 An Owner shall not:

- (a) Install any fence, wall, structure or other barrier whether permanent, or temporary to the exterior of a unit or accessory unit (or part thereof), nor to the current external face of a unit if it is currently within the unit's own boundary without the prior written consent of the Body Corporate. Any fence, wall, structure or other barrier installed under this rule, or completed as part of the original development shall not be removed or changed, or extended without obtaining the approval of the Body Corporate first;
- (b) Permit the exterior of their unit to be painted or refurbished except where approved by the Body Corporate;
- (c) Use or permit their Unit to be used for any purpose other than its original intention when constructed without first seeking and obtaining approval of the relevant Territorial Authority and the Body Corporate as to the intended change.

- 34.2 In this rule 34, “Serviced Apartment” means a residential Unit or any room within a residential Unit within the Building:
- (a) which is used to provide accommodation for a period of less than three months on a commercial basis to persons who have their principal place of residence elsewhere under either a lease, sub-lease, licence or sub-licence; and
 - (b) is not subject to a residential tenancy agreement within the meaning of the Residential Tenancies Act 1986 (or any Act replacing the same); and
 - (c) is cleaned or serviced by the Owner’s Contractor.
- 34.3 An Owner or Occupier is permitted to use their Unit as a Serviced Apartment, short-term accommodation and Airbnb type operation on the conditions set out in these rules.
- 34.4 An Owner must ensure the Facility Manager is notified in writing (in such a form as the body corporate committee may determine from time to time) with the details as to the Occupant’s identification, booking confirmation and contact information and period of occupancy. Access to the property may be temporarily suspended if this process is not followed to ensure the safety of the building and its residence.
- 34.5 An Owner or Occupier must not permit the number of persons who sleep overnight in the Unit to exceed twice the number of bedrooms in the Unit.
- 34.6 An Owner must ensure evacuation signage and fire safety information for all Occupants of Serviced Apartments (in the form determined by the body committee from time to time) is placed on the back of the front door of their Unit.
- 34.7 If a lessee, licensee or other Occupier of a Unit commits a breach of these rules, the Owner must take immediate steps to terminate the lease or licence and the occupation of their Unit thereunder.
- 34.8 The restrictions in these rules are for the purpose of protecting the health, safety (including in particular compliance with fire safety regulations), welfare and quiet enjoyment of all Owners and Occupiers.

Schedule:

This Schedule is for explanation only and does not form part of these rules.

This is a consolidation of all operational rules of Body Corporate 198438 (Metropolis) as at 1 December 2022, with the intent that no prior instruments recording operational rules for Body Corporate 198438 need to be referred to or considered. This instrument consolidates the following:

Original rules under Unit Titles Act 2010 dated 1 October 2012, instrument 9208609.1

Rule 34.1 dated 27 July 2018, instrument 11186429.1

Rule 5(d), dated 2 October 2020, instrument 11882179.1

Rules 34.2 – 34.8, dated 2 October 2020, instrument 11882179.1

[The dates stated above refer to the date on the notice of change of rules]

Rules 6(c) – 6(g), added at AGM on 25 October 2022

Rule 19 replaced at AGM on 25 October 2022

Consolidation resolved at AGM on 25 October 2022