

Form 15

## Notice of change to body corporate operational rules

Section 106, Unit Titles Act 2010

Unit plan: DP 198438  
Body Corporate number: 198438  
Supplementary record sheet: NA127B/~~324~~<sup>674</sup>, North Auckland

CRUL 9208609.1 Unit Ti

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### 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's general meeting held on 16 May 2012.

### Schedule of amendments

Rules 1 and 2 in the First Schedule of the Unit Titles Regulations 2011 are revoked and replaced with the operational rules set out in the schedule appended hereto.

Date: 1 October 2012

Signed:   
R B Apperley, Body Corporate Chairperson  
Roger Bernard Apperley.

Before me: Signature of witness 

Full Name of Witness: David Lloyd Burgess (Committee Member)

Address of witness: <sup>Apt</sup> 2703/1 Courthouse Lane, Auckland 1010

**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; and
  - (iii) Interfere or tamper with the infrastructure of the Unit Title Development.

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**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 or 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 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.
- (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 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

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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.

## 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 use 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).

## 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;

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- (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.

  
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**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

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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 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 matter 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 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.

**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**

Except in kitchen, laundry, toilet or bathroom areas of a Unit, an Owner or Occupier 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 or Occupier of another Unit.

**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.

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- (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 service lift in the cart dock for the movement of all other items



**25 Delivery areas and arrangements**

- (a) 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 the High Street loading dock and service lift designed 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 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.

**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 promoting 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.

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# MANUAL DEALING LODGEMENT FORM

Landonline User ID: LAWFACTORLAU  
 LODGING FIRM: LAWFACTOR LTD  
 Private Individual: 11/10/2012  
 Address: PO BOX 105168  
AUCKLAND 1143

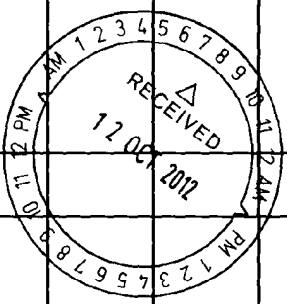
Dealing/SUD Number  
 (LINZ use only)  
 Property Exchange/Escrow Stamp  
 (LINZ use only)

**CRUL 9208609.1 Unit Ti**  
 Copy - 02/04, Pgs - 013, 12/10/12, 10:07  
**Copies**  
 (inc. Original)  
 DocID: 513605954

ASSOCIATED FIRM: JEAN HOLT  
 Client Code / Ref: BC 198438

Plan Number/Pre-Allocated or  
 to be Deposited:  
 Rejected Dealing Number:

Priority Order	CT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	Priority Capture*	FEES \$ GST INCLUSIVE
1	NA127B/674	CRUL	BC 198438	\$176.00				176.00
2								
3								
4								
5								
<b>Subtotal</b> <b>Total for this dealing</b>								<b>\$176.00</b> <b>\$176.00</b>



Land Information New Zealand Manual Dealings  
 Lodgement Form  
 Fees, Receipts and Tap Invoice  
 GST Registered Number: 140224608  
 LINZ Form 1925

Annotations (LINZ use only)  
 Original Signatures:

Less fees paid on Dealing # \_\_\_\_\_  
 Debit my Landonline account for  
 (Only available for Landonline customers)  
 or Cash / Cheque enclosed for  
 (Only pay in cash if depositing in drop box at a LINZ processing centre)  
 or Eft-pos payment due for  
 (Eft-pos only available if lodging the dealing in person at a LINZ processing centre)