

GEORGE COURTS

KARANGAHAPE ROAD, AUCKLAND

BODY CORPORATE RULES

The Body Corporate Operational Rules in schedule 1 of the Unit Titles Regulations 2011 are revoked and replaced with the following Body Corporate Operational Rules:

Table of Contents

1. Application	3
2. Interpretation	3
3. Common Property	4
4. Unit Property	4
5. Access	5
6. Aesthetics and Cleanliness	5
7. Animals and Pets	5
8. Building Work and Alterations	6
9. Carparking	7
10. Leasing Units	7
11. Nuisance	8
12. Repairs, Hazards, Safety	8
13. Sale of Liquor	10
14. Security	10
15. Signs and Notices	10
16. Enforcement	10
17. Recovery	11
18. Notifying the Body Corporate	11

Body Corporate Operational Rules for Body Corporate 182861

Introduction

1. Application

- 1.1 All previous Body Corporate Rules are revoked and replaced with these rules.
- 1.2 The Body Corporate Operational Rules in schedule 1 of the Unit Titles Regulations 2011 are revoked and replaced with these rules.
- 1.3 These Body Corporate Operational rules are binding on the Body Corporate, all registered proprietors, occupiers and any registered mortgagee in possession of a Unit in the George Courts Building and their lessees, tenants, invitees, agents and employees.

2. Interpretation

2.1 In these rules:

- (a) Terms defined in the Unit Titles Act 2010 ("Act") and Regulations have the same meaning in these rules as they have in the Act and Regulations unless these rules or context require otherwise;
- (b) Headings are included for convenience and information only and do not form part of the rules; and
- (c) References to the singular include references to the plural and vice versa and references to any action by the Body Corporate or an Owner include references to permitting or causing that action.

2.2 The following words have the meanings set out below:

- (a) "Body Corporate" means Body Corporate 182861, constituted pursuant to the Act;
- (b) "Building Work" means work for, or in connection with, the construction, alteration, demolition, or removal of a Unit;
- (c) "Common Property" means all the land and associated fixtures that are part of the George Courts Building but are not contained in a Unit;
- (d) "Owner" means, in relation to any Unit in the Unit Title Development, the registered proprietor, occupier or mortgagee in possession of a stratum estate in the Unit under the Land Transfer Act 1952 and includes their lessees, tenants, invitees, agents and employees;
- (e) "George Courts Building" means the Units and common property comprising the stratum estate unit title development in deposited unit plan 182621 (North Auckland Registry) and otherwise known as the George Courts Building;
- (f) "Rules" means these Body Corporate Operational Rules;

- (g) "Unit" means a principal unit or accessory unit contained in the deposited unit plan 182621 (North Auckland Registry).

General Obligations

3. Common Property

3.1 An Owner must not:

- (a) Interfere with the reasonable use or enjoyment of the common property by other Owners;
- (b) Use or permit the use of the common property for any purpose which may be illegal or injurious to the reputation of the Body Corporate;
- (c) Damage, deface, demolish or alter the common property;
- (d) Bring, cause or permit to be brought onto the common property any vehicle, machinery or other thing that causes or is likely to cause damage to the common property;
- (e) Use any services or infrastructure of the Body Corporate (including lifts, lighting, security devices or systems, meters, transformers, fire safety devices or systems, ventilation systems, stormwater or wastewater facilities, appliances, fittings, pipes or drains) for any purpose that fails or is likely to fail to comply with the law or legal requirements relating to the use or enjoyment of the common property.

4. Unit Property

4.1 An Owner must not:

- (a) Use or permit the use of the Owner's Unit for any use or purpose that interferes with the reasonable use or enjoyment of the common property or any other Unit by other Owners;
- (b) Use or permit the use of the Owner's Unit for any purpose which may be illegal or injurious to the reputation of the Body Corporate;
- (c) Carry out Building Work other than in accordance with the law or legal requirements relating to Building Work;
- (d) Use any services or infrastructure in or serving the Owner's Unit (including lighting, security devices or systems, meters, transformers, fire safety devices or systems, ventilation systems, stormwater or wastewater facilities, appliances, fittings, pipes or drains) for any purpose that fails to comply with the law or legal requirements relating to the use, occupation or enjoyment of the Owner's Unit;

Specific Obligations

5. Access

5.1 An Owner must not:

- (a) Put the common property stairs, foyers, landings, doorways, corridors or lifts to any use that obstructs or impedes access, including leaving any object or thing in or on the common property stairs, foyers, landings, doorways, corridors or lifts;
- (b) Cover or obstruct any lights, skylights, windows or other means of illuminating the common property;
- (c) Use any lift for the carriage of large objects, including furniture and whiteware, without the prior consent of the Body Corporate and in accordance with the instructions and requirements of the Body Corporate, such consent may be obtained through the Building Manager. Such use, if consented to, shall be at the Owner's cost and risk and the Owner indemnifies the Body Corporate for any and all damage and loss arising.

6. Aesthetics and Cleanliness

6.1 An Owner must:

- (a) Dispose of rubbish or recycling only in areas designated for rubbish or recycling collection;
- (b) Keep the common property directly adjacent to the Unit entrance free of rubbish and litter;
- (c) Keep the Unit free from vermin, pests and rodents;
- (d) Ensure laundry is not visible from or located on the exterior of a Unit;
- (e) Ensure window decorations, blinds and curtains visible from the exterior of a Unit are in good condition and not injurious to the reputation of the Body Corporate;
- (f) Seek approval of the Body Corporate before repairing, renewing or altering the exterior of a Unit, including painting, staining or covering an exterior Unit door, such consent to be given as soon as reasonably practicable unless there is a reasonable basis to withhold consent and/or subject to any reasonable conditions that otherwise allow consent to be given.

6.2 The Body Corporate may, from time to time, issue rules and procedures managing the common aesthetics of the George Courts Building.

7. Animals and Pets

7.1 An Owner may keep or house small domesticated animals in a Unit, provided the Owner:

- (a) Notify the Body Corporate of any animal to be housed in a Unit, such animal or pet to be restricted to birds, cats, small dogs or other small domestic pets;

- (b) Seek Body Corporate consent before housing any medium or large animal in a Unit, excepting any guide, hearing or assistance dog;
- (c) Ensure any pet or animal is attended while on or in common property, and dogs must be on a leash when on or in the common property;
- (d) Remove and sanitise any fouling or soiling of the common property by an animal or pet.

8. Building Work and Alterations

8.1 For the purpose of managing the obligations of the Body Corporate relating to insurance, health, safety and building compliance of the George Courts Building, an Owner must:

- (a) Prior to commencing any Building Work, provide to the Body Corporate a description of the scope of the Building Work, including plans or specifications if reasonably practicable to do so, together with one of the following:
 - (i) notice to the Body Corporate in writing that the proposed Building Work does not require a resource consent or building consent; or
 - (ii) notice to the Body Corporate in writing that the proposed Building Work requires a resource consent and/or building consent, as the case may be.
- (b) Prior to commencing any Building Work for which a resource consent and/or building consent is required, provide to the Body Corporate a copy of that resource consent and/or building consent, including any fire report or acoustic report produced in respect of that resource consent or building consent.
- (c) As soon as reasonably practicable following completion of Building Work for which a building consent is required, provide to the Body Corporate a copy of the certificate issued by the Auckland Council certifying that the Building Work complies with the building code.
- (d) Prior to commencing Building Work that materially affects any other Unit or the common property, seek written consent of the Body Corporate to the Building Work (such consent not to be unreasonably withheld).

8.2 For the purpose of managing the obligations of the Body Corporate relating to insurance, health, safety and building compliance of the George Courts Building, the Body Corporate shall establish and maintain a register of all notices made to the Body Corporate and notices or consents issued by the Body Corporate under this rule 8.

8.3 In considering any request from an Owner for consent to Building Work the Body Corporate shall be entitled to seek:

- (a) all relevant information reasonably necessary to assess the request before providing consent;
- (b) an indemnification from the owner in favour of the Body Corporate for any loss or damage arising from or connected to the Building Work;

- (c) an undertaking to disclose to any subsequent or prospective purchaser of the Unit the existence of the Body Corporate register established and maintained under this rule 8.

8.4 Notwithstanding rule 8.3 above, such consent is to be given as soon as reasonably practicable unless there is a reasonable basis for withholding consent and/or subject to any reasonable conditions that otherwise allow consent to be given.

8.5 Owners must comply with the Body Corporate rules and procedure relating to health and safety in the workplace when carrying out Building Work.

8.6 The Body Corporate may, from time to time, issue rules and procedures for applying for Body Corporate consent to Building Work.

8.7 For the avoidance of doubt, this rule 8 shall also apply to the exterior of the George Courts Building, including the envelope, such as the roof, external wall, or balconies, and any building element that relates to or serves the common property.

9. **Carparking**

9.1 An Owner must not:

- (a) Use any carpark for any purpose for which that carpark was not designed or constructed. Accepted use includes the parking of cars, bicycles, scooters, motorcycles, or other reasonably accepted methods of personal transport;
- (b) Use any Unit for any purpose other than a carpark if that Unit is designated for use only as a carpark as a condition of any land use consent relating to the George Courts Building or any Unit in the George Courts Building;
- (c) Use any carpark for any purpose that is likely to cause damage to the common property or any Unit;
- (d) Stop, park, leave or place a vehicle in or on a Unit or common property that impedes or obstructs pedestrian or vehicular access to any other Unit or the common property or access to Body Corporate services and infrastructure;
- (e) Stop, park, leave or place a vehicle in or on the common property without prior consent of the Body Corporate, such consent to include the designation of common property for carparking on terms and conditions made from time to time by the Body Corporate at its discretion;
- (f) Load or unload vehicles in or on the common property without prior consent of the Body Corporate, such consent to include the designation of common property for vehicular loading or deliveries on terms and conditions made from time to time by the Body Corporate at its discretion.

9.2 The Body Corporate may, from time to time, issue rules and procedures for applying for Body Corporate consent to the use of common property for carparking or loading and unloading vehicles.

10. **Leasing Units**

10.1 An Owner leasing or tenanted a Unit must:

- (a) Provide a full copy of these rules to the lessees or tenants of the Unit;
- (b) Provide the Body Corporate with the lessees or tenants' names and a contact phone number or email address, and the name and contact phone number or email address of any property manager or letting agent acting on behalf of the Owner, and advise the Body Corporate of any changes to those details.

11. Nuisance

11.1 An Owner must not use or permit the use of any Unit in a manner that causes noise, fumes, odours, light or other emanations that interfere with the reasonable use or enjoyment of the common property or any Unit, including but not limited to:

- (a) Noise: Quiet should be maintained Sunday to Thursday between the hours of 10:00pm and 7:00am, and Friday to Saturday between the hours of 11:00pm to 7:00am, and for the avoidance of doubt, noise and/or vibration that unreasonably interferes with the peace, comfort, and convenience of any person, is prohibited at any time;
- (b) Smoking: No smoking in common property. Smoking on private balconies must not cause a nuisance to neighbouring Units and smoking on private balconies that causes a nuisance must cease on request of an Owner of a neighbouring Unit.

11.2 An Owner must notify the Body Corporate before undertaking any necessary activity in a Unit that is likely to interfere with the reasonable use and enjoyment of the common property or any Unit, such as Building Work, and shall comply with the reasonable conditions of the Body Corporate in mitigation of any nuisance arising or related to that activity.

12. Repairs, Hazards, Safety

12.1 An Owner must not:

- (a) Bring onto or permit to be brought onto common property or a Unit any object of such size or weight, nature or description that could cause any damage, weakness, movement or structural defect in the George Courts Building;
- (b) Bring onto, use or store anything or undertake any activity in any Unit that:
 - (i) Creates a hazard, including but not limited to the use or storage of anything or undertaking of any activity on a balcony likely to cause a risk of falling, injury or damage; or
 - (ii) Increases the premium of any Body Corporate insurance policy; or
 - (iii) Breaches any contract of insurance or enactment or rule of law relating to Building Work, fire, hazardous substances or dangerous goods or any requirements of the Auckland Council; or
 - (iv) Affects the operation of fire safety devices or equipment or reduces the level of fire safety in the George Courts Building;
- (c) Undertake unlawful Building Work in or to a Unit, or permit a Unit occupancy to exceed consented limits.

12.2 An Owner must:

- (a) Notify the Body Corporate or its Building Manager of any damage, defect or hazard in any part of the George Courts Building, including but not limited to;
 - (i) faulty signs or lighting on common property;
 - (ii) fire, flood or inundation;
 - (iii) loose fixtures or fittings on common property;
 - (iv) leaks or spills on common property;
 - (v) broken or cracked windows, walls or doors on common property;
 - (vi) damaged carpets and flooring in common property;
 - (vii) broken or damaged locks;
 - (viii) broken, disconnected, or exposed wires or pipes;
 - (ix) unlawful Building Work;
 - (x) unlawful occupancy or occupancy of a Unit in excess of fire code limits;
 - (xi) trespassers;
 - (xii) obstructions of any access way;
- (b) Notify the Body Corporate or its Building Manager before allowing entry into the George Courts Building by any tradesperson, contractor or other person carrying on business, for the purpose of carrying out any work or service in a Unit;
- (c) Comply with any Body Corporate procedures for registering and tracking the presence of tradespersons, contractors or other persons carrying on business in the George Courts Building;
- (d) Notify the Body Corporate of any health and safety management plan in place in respect of business or work being carried on in the George Courts Building;
- (e) Give immediate notice to the Body Corporate of any accident or injury to any person on or in the common property;
- (f) Cooperate with the Body Corporate during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures;
- (g) Seek consent of the Body Corporate before affixing or erecting any aerial or antennae to the exterior of the George Courts Building, such consent to be given as soon as reasonably practicable unless there is a reasonable basis to withhold consent and/or subject to any reasonable conditions that otherwise allow consent to be given.

13. **Sale of Liquor**

13.1 Where any use or activity in a Unit is subject to the Sale of Liquor Act 1989 or any other statute, regulation or enactment to which the activity is subject the Owner must ensure that it complies with the law or legal requirements at all times and that the use or activity in the Unit does not interfere with the reasonable use or enjoyment of the George Courts Building by other Owners.

14. **Security**

14.1 An Owner must:

- (a) Keep the Unit securely locked at all times when the Unit is not occupied and do all things reasonably necessary to protect the Unit from fire, theft or damage, including notifying the Body Corporate before providing any keys or other security devices to anyone other than another Owner or occupier;
- (b) Take all reasonable steps to ensure that security alarms are not activated unnecessarily or so as to cause unreasonable disturbance or inconvenience to other Owners;
- (c) For purposes of health and safety and building maintenance, provide the Body Corporate with copies of all keys, electronic cards, codes and other devices necessary to gain entry to a Unit.

15. **Signs and Notices**

15.1 An Owner must not:

- (a) Erect, fix, place or paint any sign or notice of any kind on or to any part of the common property, without the prior written consent of the Body Corporate;
- (b) Erect, fix, place or paint any sign or notice of any kind on or to the exterior of any Unit without the prior written consent of the Body Corporate, such consent to be given as soon as reasonably practicable unless there is a reasonable basis to withhold consent and/or subject to any reasonable conditions that otherwise allow consent to be given;
- (c) Display any temporary or mobile signage including sandwich boards and portable free-standing or banner signs on the common property or the exterior of a Unit at any time without the prior written consent of the Body Corporate, such consent to be given as soon as reasonably practicable unless there is a reasonable basis to withhold consent and/or subject to any reasonable conditions that otherwise allow consent to be given;

15.2 The Body Corporate may, from time to time, issue rules and procedures for applying for consent to the erecting, affixing, placing or painting of signs on the common property and or Units.

Breach of Obligations

16. **Enforcement**

16.1 The Body Corporate may:

- (a) Identify a breach of any of the Rules by an Owner including a breach by a tenant, lessee, licensee, or invitee;
- (b) Issue an Owner and/or the occupier with a notice:
 - (i) Identifying the breach of the Rules;
 - (ii) Notifying an Owner and/or occupier of what is required to rectify the breach, if applicable;
 - (iii) Specifying a reasonable time to rectify a breach in the circumstances.

(Breach Notice)

16.2 Failure to comply with a Breach Notice is a subsequent and separate breach of the Rules.

16.3 The Body Corporate may control, manage or limit access to or use of common property for the purpose of stopping, preventing or restraining breaches of the Rules, provided such breach does not limit any Owner's access to a Unit.

17. Recovery

17.1 The Body Corporate may recover the costs incurred relating to or arising from a breach of the Rules from the Owner responsible.

17.2 The Body Corporate costs incurred relating to or arising from a breach of the Rules that may be recovered from the Owner responsible include, but are not limited to:

- (a) appointing an agent for the enforcement of the breach;
- (b) administration of breach notices such as preparation and delivery of notices;
- (c) rectification of the breach;
- (d) consequential damage;
- (e) increased insurance cost;
- (f) repairs, cleaning or maintenance;
- (g) fines, loss and damages;
- (h) legal costs.

18. Notifying the Body Corporate

18.4 Any matter required to be notified to the Body Corporate in writing under the Rules must be notified by email to the Body Corporate manager at the contact email address for the Body Corporate manager, as notified from time to time by the Body Corporate.

18.5 Any matter required to be notified to the Body Corporate under the Rules not otherwise required to be notified in writing by the Rules may be notified to the Building Manager at the contact phone number or contact email of the Building Manager, as notified from time to time by the Body Corporate.

18.6 Notice given under the Rules is deemed to be given on the earlier of the actual date of receipt or second working day after the notice was sent.