

## 1.1 Registered OPERATIONAL RULES OF BODY CORPORATE 326030

All previous Body Corporate Rules established under the Unit Titles Act 2010 and the Body Corporate Operational Rules contained in Schedule 1 of the Unit Titles Regulations 2011 are revoked and replaced with the rules contained in this Schedule of Amendments.

### 1. Definitions and Interpretations

#### Definitions

1.1. In these Rules, unless the context otherwise requires:

"Act" means the Unit Titles Act 2010 and/or the Unit Titles Regulations 2011, as the case may be, including any statutory modification or re-enactment of that Act.

"Body Corporate" means Body Corporate Number 326030 (North Auckland Land Registration District) and/or the Committee where appointed under these Rules (as the case may be).

"Building" means the building on the Land.

"Building Manager" means the Manager.

"Committee" means the committee from time to time appointed by the Body Corporate.

"Committee's Representative" means a member of the Committee appointed by it from time to time to represent it.

"Common Property" means the common property comprised in the Unit Title Plan.

"Contractor" means any contractor engaged from time to time by the Body Corporate, including without limitation the person engaged to collect and dispose of the rubbish.

"Land" means the land which is the subject of the Unit Title Plan.

"Letting Service" means the business of letting Units to be conducted by the Manager, subject to Rule 2.1(o).

"Letting Service Rights" means the provision of the services by the Manager incidental to the Letting Service including, without limitation and subject to Rule 2.1(o):

- (a) advertising and promotion;
- (b) offering Units for letting;
- (c) entering into agreements with travel agents, tourist agencies and others;
- (d) negotiating with persons to occupy or use Units for reward;
- (e) terminating any agreement or arrangement for occupation or for use of the Units;
- (f) collecting fees and other moneys payable for occupation and use of the Units;
- (g) instituting proceedings for recovery of possession of the Units or any fees or money payable for occupation or use of the Units.

"Management Agreement" means any agreement in relation to the management control and administration of the Building entered into by the Body Corporate in terms of Rule 3.2(h).

"Manager" means any manager of the Building (whether incorporated or not) appointed under the Management Agreement from time to time.

"Owner" means a person registered as an owner of a stratum estate in freehold in a Unit on the Unit Title Plan and any person under the control of the owner and, where applicable for the purposes of these Rules, includes any occupier of a Unit.

"Rules" means these rules and amendments made to them from time to time.

"Unit" means a principal unit on the Unit Title Plan and:

- (b) unless the context otherwise requires, includes all accessory units attached to that Unit (if any);
- (c) in relation to any owner or occupier means the Unit owned or occupied by that owner or occupier.

"Unit M1" means principal unit M1 on the Unit Title Plan.

"Unit Title Plan" means Unit Title Plan number 326030 (North Auckland Land Registration District).

"Vehicle" includes a motor cycle.

## **Interpretation**

- 1.2. Words importing one gender include the other genders.
- 1.3. Words importing the singular or plural include the plural and singular respectively.
- 1.4. Headings are inserted for the sake of convenience and ease of reference only. They do not form part of the text, and shall not affect the construction or interpretation of these Rules.
- 1.5. 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.

## **2. Duties of Owner**

- 2.1. An Owner shall in relation to any Unit of which that person is the registered Owner;
  - (a) permit the Body Corporate (or its agents or employees) at all reasonable hours, and at any time in the case of an emergency, to enter the Unit for any of the following purposes:
    - i. viewing the condition of the Unit;
    - ii. installing, maintaining, repairing or renewing any pipes, conduits, wires, cables, services, ducts, or plant in, upon, or passing through the Unit and capable of being used in connection with the enjoyment of any other Unit or Common Property;
    - iii. Maintaining, repairing, cleaning, repainting, redecorating or renewing any Common Property;
    - iv. maintaining, repairing, cleaning, repainting, redecorating or renewing the exterior of the Building;

- v. ensuring that the Rules are being observed; and
  - vi. without prejudice to any other rights, powers and remedies of the Body Corporate (in the case of default by an Owner) for maintaining any garden or ground pursuant to Rule 2.1(g).
- (b) comply in all respects with all legal requirements for the time being in force in the area in which the Unit is situated in so far as they relate to the use, occupation or enjoyment of the Unit;
  - (c) forthwith and at all times carry out all work that may be ordered by any competent local authority or public body in respect of the Unit to the satisfaction of that local authority or public body;
  - (d) duly and punctually pay all rates, taxes, charges and other outgoings from time to time payable in respect of the Unit to any local authority or public body and all sums properly levied in respect of the Unit by the Body Corporate;
  - (e) repair and maintain the interior of the Unit, and keep it in sufficiently good order, repair and condition to ensure that no damage, harm or diminution in value shall ensue to the Common Property or any other Unit;
  - (f) make no additions or alterations to the Unit (including any alteration to installations for the supply of gas, water or electricity) or in any way alter the elevation or external appearance of the Unit without the consent in writing of the Body Corporate;
  - (g) maintain any garden or ground forming part of the Unit in a neat and tidy condition;
  - (h) make no alteration to the colour scheme or appearance of the exterior of the Unit without first obtaining the consent in writing of the Body Corporate, such consent to be given at the absolute discretion of the Body Corporate;
  - (i) make no alteration to any paved or sealed areas without first obtaining the consent in writing of the Body Corporate;
  - (j) observe and comply with the rules of the Body Corporate relating to the control, management, security, safety, care, operation, cleanliness and use of the Unit and the Building and the Common Property, and the preservation of good order, safety, comfort and enjoyment for the Building's occupants and visitors;
  - (k) neither fix nor erect any sign to any part of the exterior of the Building without first obtaining:
    - i. the prior written approval of the Body Corporate, such approval to be given at the absolute discretion of the Body Corporate;
    - ii. all statutory and local authority approvals;
    - iii. the directions of the Body Corporate as to position, size, colour and style of sign;
  - (l) not fix signs to interior walls of the Building comprising part of the Common Property without the prior written consent of the Body Corporate;
  - (m) subject to rule 2.1(k) maintain and clean to the satisfaction of the Body Corporate any signs which that Owner fixes to or erects on the exterior of the Building, or fixes to any internal wall of the Building comprising part of the Common Property;
  - (n) not use or permit the use of any Unit for any purpose which may be illegal or injurious to the reputation of the Owners of the Building, which may interfere with the peaceful enjoyment of any other Unit or the Common Property, or which may interfere with the general management of the Building or the Land;
  - (o) not use or permit the use of any Unit for short term accommodation for reward, including without

limitation, bed and breakfast accommodation, casual visitor accommodation, or other accommodation which is facilitated via "Airbnb" or similar operation.

- (p) not interfere or obstruct the Building Manager from performing the Building Manager's duties or interfere with or obstruct the Building Manager from using any part of the Common Property designated by the Body Corporate for use by the Building Manager;
- (q) ensure that they, and any of their guests and invitees comply with all security arrangements established and prescribed in respect of access to and security generally in respect of the Building;
- (r) adhere to any security arrangements implemented by the Body Corporate which may, at the discretion of the Body Corporate, include (but not be limited to) the following:
  - i. the issue of security access cards upon conditions, including payment of a deposit;
  - ii. the right to refuse admission to any person unless prior notice of the identity of that person is given;
  - iii. the right upon receiving a complaint from any person to remove any person from the Building or to refuse admission to any person the Body Corporate considers is likely to be a nuisance; and
  - iv. the right to enter upon any part of the Building for the purpose of maintaining its security.
- (s) where the Unit receives the benefit of telecommunication services pay on demand by the Body Corporate the Owner's proportion of the cost of providing those services and maintenance and upgrade of those services from time to time. If a relevant Owner does not do so; the Body Corporate may authorise the disconnection of any or all of the services provided to the Unit and recover the costs of the outstanding charges from the Owner.

### **3. Powers and Duties of the Body Corporate**

#### 3.1. The Body Corporate shall:

- (a) repair, clean, repaint, redecorate and renew when required all parts of the Common Property including entranceways, stairs, lifts, elevators, fire escapes, fences (if any), grassed areas (if any), gardens (if any), paved and sealed areas, curbing, channeling, drainage and other services used, or intended, adapted, or designed for use, in connection with or enjoyment of the Common Property, and any chattels, fixtures and fittings attached to or intended for use with the Common Property, pursuant to Section 138 of the Act;
- (b) repair and maintain all pipes, wires, cables, services, ducts and all other apparatus and equipment which may be reasonably necessary for the enjoyment of an incidental right which may from time to time exist;
- (c) repair, maintain, clean, repaint, redecorate and renew the exterior walls, windows and roof of the Building and any interior walls, ceiling and maintain the fire protection systems servicing the Building when their condition so requires, pursuant to Section 138 of the Act;
- (d) on request, produce to any Owner, or a registered mortgagee of any Unit, or any person authorised in writing by any Owner or registered mortgagee of any Unit, all policies of insurance effected by the Body Corporate and the receipt for the last premiums paid in respect of such insurance;
- (e) insure and keep insured the Building and other improvements on the Land for replacement value (including demolition costs and architect's fees) against fire and other risks set out in the Act; and

#### 3.2. The Body Corporate may:

- (a) borrow any money necessary to enable it to adequately perform its duties or exercise its powers;
- (b) invest any money for the time being held by it (whether in a fund established or otherwise) in any of the modes of investment for the time being authorised by law for the investment of trust funds;
- (c) establish a current account at a bank, and nominate for the purposes of this paragraph the signing authority for such account or nominate a trust account;
- (d) enter into any agreement with an Owner, or an occupier of any Unit, for the provision of amenities or services by it to the Unit or to the Owner or occupier or for the provision of amenities or services by an Owner or occupier to the Body Corporate or another Owner or occupier of a Unit;
- (e) grant to an Owner or to anyone claiming through the Owner any special privilege in respect of the enjoyment of part or parts of the Common Property provided that any such grant shall be determinable by special resolution, and that any such grant shall not be inconsistent or conflict with any lease or easement affecting any part of the Common Property granted by all the Owners in accordance with the Act;
- (f) settle and approve schemes for the exterior colour and landscaping of the Units and for signs to be erected or painted on the Units or on the Common Property;
- (g) levy, and require payment from a defaulting Owner, without the necessity of making an application pursuant to section 126 of the Act or apportioning the liability to the Owners as a whole, and any fees, costs or expenditure incurred in the recovery of a contribution or other lawful payment shall be recoverable from such defaulting Owner (including legal fees which shall be recoverable from a defaulting Owner on a solicitor/client basis);
- (h) appoint and enter into an agreement with a person (known as the Manager) to provide for the management, control and administration of the Building, the Common Property and Units which agreement may provide, amongst other things; for:
  - i. a term of 3 years;
  - ii. the cleaning, caretaking, security, supervision and service of the Common Property and any personal property vested in the Body Corporate, and for the general repair, maintenance, renewal or replacement of that property;
  - iii. the provision of services to Owners including the provision of Letting Service Rights;
  - iv. the supervision of any employees or Contractors of the Body Corporate;
  - v. the control and supervision of the Common Property;
  - vi. the arbitration of disputes between the Body Corporate and the Building Manager;
  - vii. maintenance of all building services, and
  - viii. anything else which the Body Corporate agrees is necessary or desirable having regard to the operational and management requirements of the Body Corporate.

3.3. For the purposes of Rule 3.2(g) "a defaulting Owner" means an Owner whose Unit substantially benefits from any repair, work or act carried out by the Body Corporate pursuant to the Act, or by or under any other act, or pursuant to these Rules where that Owner does not pay the share of expenditure allocated to the Owner by the Body Corporate, and also includes an Owner whose negligent act or omission, or breach of Rule by that Owner, or that Owner's tenant, lessee, licensee or invitee, necessitates any repair work or act to be carried out by the Body Corporate.

## **4. Additional Use Provisions**

### 4.1. Additional Use Provisions

- (a) Notwithstanding anything to the contrary contained in these Rules, Unit M1 may at all times be used for residential, management and letting purposes; for the purpose of conducting the business of the Owner, for management purposes, and for ancillary purposes.
- (b) The Owner for the time being of Unit M1 is entitled exclusively to exercise on the Common Property the Letting Service Rights and for that purpose the Body Corporate may enter into an appropriate agreement with the Owner of Unit M1 on such terms and conditions as the Body Corporate may deem fit.
- (c) Notwithstanding anything to the contrary contained in these Rules the Owner for the time being of Unit M1 may erect such signs on the Common Property as may be reasonably necessary for the purpose of promoting the Letting Service Rights.
- (d) The Body Corporate shall not without the prior written consent of the Owner for the time being of Unit M1:
  - i. authorise any person to, nor permit any person nor any of its staff, nor itself exercise the Letting Service Rights or any letting service of the same or similar nature as that carried on by the Owner of Unit M1; or
  - ii. licence, lease or grant restrictive or exclusive use of any part of the Common Property other than to the Owner for the time being of Unit M1 for the purpose of allowing any person to exercise the Letting Service Rights or carry on any letting service.

## **5. Operating Rules and Procedures of the Building Aerials**

- 5.1. Except with the express written consent of the Body Corporate an Owner shall not erect or fix to the Building any radio or television aerial or antenna. Consent shall not be given unless the aerial or antenna is not visible from outside the Unit, and if the Body Corporate considers that the rights or interest of the Owners of any Unit are being adversely affected by any aerial or antenna, any consent previously given may be modified or withdrawn on '14 days' written notice.

## **6. Matters to be directed to the Manager and Body Corporate Representative**

- 6.1. All notifications and requests for consideration of any particular matter to be referred to the Committee or to the Body Corporate shall be directed to the Manager and not to the chairperson or any member of the Committee. An Owner shall not directly instruct any Contractor unless so authorised. All requests for the Body Corporate to consider giving directions on a particular matter to a Contractor must be directed to the Committee's Representative, who will in turn refer the request to the Body Corporate for determination.

## **7. Obstruction**

- 7.1. Except as provided otherwise in these Rules, the Common Property, entrances, lobbies, lifts, stairways and corridors shall not be obstructed by any Owner or used for any purpose other than reasonable ingress and egress to and from Units.

## **8. Interior Maintenance**

### 8.1. Interior Maintenance

- (a) An Owner shall be responsible for the interior maintenance and decoration of the Owner's Unit.
- (b) An Owner shall not employ any contractor or worker for the purpose of repairing or altering or

making good any part of any Unit or any services to any Unit other than a contractor or worker appointed or approved by the Committee for such purpose or under the supervision and to the satisfaction of the Committee, which may specify conditions under which the work shall be carried out.

- (c) Nothing in this rule shall prevent an Owner from employing an interior decorator for the purpose only of decorating or redecorating the interior of any Unit.
- (d) An Owner may, subject to the approval of the Committee, nominate and employ tradespersons for the purpose of repairing and making good any part of that Owner's Unit in an emergency.

## **9. Windows**

- 9.1. All windows shall be kept clean and if broken or cracked shall be promptly replaced by the Owner of the Unit (at the expense of the Owner or occupier) with fresh glass of the same or better quality and weight.

## **10. Blinds, Awnings, Curtains, etc.**

- 10.1. An Owner shall not erect external blinds or awnings, nor hang internal curtains or blinds visible from outside the Unit unless the colour and design of those curtains or blinds is approved by the Committee. In giving such approval the Committee shall ensure as far as practicable that the curtains or blinds used in all Units present a uniform and orderly appearance when viewed from outside the Building.
- 10.2. Owners shall as often as the need shall arise (in the opinion of the Committee) replace at each Owner's own cost any curtains or blinds.
- 10.3. An Owner must not cover or coat any window of a Unit with aluminium foil or any other material without prior permission of the Committee.

## **11. Water, Blockage of Pipes, etc.**

- 11.1. An Owner shall not waste water and shall ensure that all water taps in the Unit are promptly turned off after use and tap washers replaced when required.
- 11.2. The toilets, wash basins, wastemasters, dishwashers, and any other apparatus or equipment attached to the water supply and drainage system, and all supply and waste pipes and drains, shall only be used for the purpose for which they were constructed, and the responsibility for any damage or loss caused or cost of repair incurred or caused by misuse or negligence shall be borne by the Owner of the Unit in which the misuse or negligence occurred.

## **12. Notice of Defects**

- 12.1. An Owner must not damage or deface the Common Property. An Owner, on becoming aware of any defect, damage or defilement to the building elements or the Common Property or the failure or defect of any of the Building's services, shall notify the Body Corporate immediately. The Committee shall have authority to make such repairs or renovations as the Body Corporate considers necessary for the safety and preservation of the Building (or, in an emergency, such repairs or renovations as the Committee considers necessary). The Body Corporate shall be entitled to recover the costs of the repairs or renovations from the Owner if the act or neglect of the Owner necessitated the repairs or renovations.

## **13. Cleanliness and Removal of Rubbish**

- 13.1. An Owner shall ensure that the Owner's Unit is kept clean at all times and that rubbish is regularly collected from the Unit and not allowed to accumulate. All rubbish shall be disposed of in bins or receptacles for removal on the usual days by the local authority or by independent contractors when required to do so by the Body Corporate.

13.2. An Owner shall not allow litter or rubbish to accumulate on the Common Property, and the cost incurred in removing any rubbish from or the cleaning of any part of the Common Property where there is a breach of this rule shall be borne by the Owner responsible.

13.3. In disposing of rubbish an Owner shall ensure that bottles are completely drained, cleaned and deposited in unbroken condition in the area designated for bottles and all other rubbish must be drained and securely wrapped in small parcels and deposited in the area designated for rubbish.

#### **14. Animals**

14.1. An Owner or occupier must not keep an animal or pet in a Unit or on the common property, except for a certified guide, hearing or assistance dog which an owner may bring or keep in their Unit and may bring onto the common property.

14.2. The owner of an animal or pet that is permitted under rule 14.1 ("permitted animal") must ensure that if any part of the Unit or common property is damaged or soiled by the permitted animal it is promptly cleaned and repaired at the owner's cost, and must ensure in relation to that permitted animal (and without limiting the generality of this rule), that:

(a) It does not cause a nuisance to any other Owners.

(b) The size is reasonable giving the size of the Unit and the environment of the development.

(c) When outside of any Unit they must be under proper control and supervision.

(d) All droppings or other excrement are immediately picked up and properly disposed of.

(e) They shall not make any noise so as to create any disturbance or otherwise cause a nuisance.

(f) They are maintained in a healthy and clean condition and all laws and regulations relating to their keeping are complied with.

(g) No dangerous animals or pets are kept within any of the Units.

#### **15. No Dangerous Substances**

15.1. An Owner shall not permit anything to be done nor bring nor keep anything in the Unit or in the Building which may create a fire hazard, or which increases the rate of fire insurance on the Building, or which may contravene the fire regulations, or the rules, regulations, ordinances or bylaws of any authority having jurisdiction over the Building or the services supplied to the Building.

#### **16. Conduct and Noise**

16.1. An Owner shall not make or permit any objectionable noise in the Building or on the Common Property nor interfere in any way with the peaceful enjoyment of other Owners or lessees, or occupiers of other Units or those having business with them or of any person lawfully using the Common Property.

#### **17. Heavy Objects**

17.1. An Owner shall not, without the prior written consent of the Body Corporate, bring into or install in or permit to be brought into or installed in the Building or the Unit any goods, merchandise, machinery, plant or any other object of such weight, nature or description as shall impose or throw upon the Building any stress, strain or weight likely to damage, weaken or cause any movement or structural defect in the Building or any part of it. All damage done to the Building by installing, moving or removing heavy objects shall be made good and paid for by the Owner who or whose agent causes the damage. Before any heavy

article is moved into or out of the Building at least 24 hours' notice in writing of the intention to move such article shall be given to the Body Corporate, and the moving of the article into or out of the Building shall only be done under the supervision of a responsible person approved by the Body Corporate.

## **18. Security**

- 18.1. An Owner shall keep the Owner's Unit secure and all doors and windows locked and fastened whenever the Unit is unoccupied.
- 18.2. An Owner shall not install, nor permit to be installed, any security system on any Unit or on Common Property without the prior written consent of the Body Corporate.

## **19. Leasing**

- 19.1. An Owner shall ensure that any tenant, licensee or occupier of the Owner's Unit has received a copy of these rules (and any amendments).

## **20. Lifts**

- 20.1. An Owner shall observe the terms of any notice or instructions displayed in any lift by authority of the Body Corporate or of any statutory authority, and shall observe and comply with any notice or instructions of the manufacturer of the lift.
- 20.2. The lifts (except any goods lift) installed in the Building are primarily intended for the carriage of passengers. When goods are being carried in any lift protective equipment supplied by the Body Corporate is to be used as designed and the cost of repairing any damage caused through the use of the lifts for the purposes other than passenger carriage may be charged to the Owner responsible for the damage.

## **21. Air-conditioning**

- 21.1. An Owner shall comply with operating instructions for all air-conditioning equipment (if any) and shall when necessary use protection devices provided to ensure that the design performances of the air-conditioning equipment are achieved as far as possible.

## **22. Emergency Contact**

- 22.1. An Owner shall advise the Committee of the Owner's private address and telephone number or, if the Owner is a corporation, of the directors or other responsible person employed by the Owner, and shall keep the Body Corporate promptly informed of any change of such address or telephone number.

## **23. Recovery of Funds spent to rectify breach**

- 23.1. Where the Body Corporate spends money as a result of a breach of the Act or of the rules by any Owner or the guests or licensees of any Owner, the Body Corporate shall be entitled to recover the amount so spent as a debt in any action in any court of competent jurisdiction from the Owner together with the Body Corporate's legal costs (on a reasonable-cost basis).

## **24. Fire Drills and Evacuation Procedures**

- 24.1. The Body Corporate may require the Owners to perform fire drills, and observe all necessary and proper emergency evacuation procedures, and the Owners shall co-operate with the Body Corporate in observing and performing such rules and procedures.

## **25. Car parking**

- 25.1. Each Owner of a car parking space must use it for the purposes of car parking only and not litter or otherwise soil it or so use it as to create a nuisance but otherwise the Owner is not responsible for the performance of the duties of the Body Corporate to properly maintain and keep the car parking space in a state of good and serviceable repair.

## **26. Vehicles**

- 26.1. An Owner may not park or stand a motor vehicle upon Common Property or interfere with or obstruct access by other persons to the Building.

## **27. Clothes Drying**

- 27.1. An Owner must not erect on the exterior of the Unit a clothes line or apparatus for similar purpose (either permanently or temporarily) nor hang to dry clothes or any other thing on or from the exterior of the Unit.

## **28. Security Keys**

- 28.1. If the Committee restricts the access of any Owner to any part of the Common Property for security purposes the Committee may make available to the Owner free of charge the number of security keys which the Committee considers necessary. The Committee may charge a reasonable fee for any additional security key required by an Owner.
- 28.2. An Owner must exercise a high degree of caution and responsibility in making a security key available for use by an occupier of a Unit and must take all reasonable steps to ensure return of the security key to the Committee.
- 28.3. An Owner in possession of a security key must not duplicate or permit the security key to be duplicated and must take all reasonable steps to ensure that the security key is not lost or handed to any person other than another Owner and is not disposed of otherwise than by returning it to the Owner or Committee.
- 28.4. An Owner must promptly notify the Committee if a security key is lost, stolen or destroyed.

## **29. Use of Leisure Areas**

- 29.1. The following conditions shall apply to the use of the lounge area situated in the basement, gymnasium and roof area ("Leisure Areas"):
- (a) The Leisure Areas may only be used by an Owner, an invitee of an Owner or any other person entitled to use them between the hours nominated from time to time by the Body Corporate;
  - (b) Children under the age of 12 years may use the Leisure Areas only if accompanied and supervised by an adult;

## **30. Loading Dock**

- 30.1. The loading dock may only be used by an Owner and invitee of an Owner or any other person entitled to use it between the hours nominated from time to time by the Committee.

## **31. Breaches and Penalties**

- 31.1. A person who contravenes or fails to comply with any provision of these Rules or any lawful direction given under them shall be guilty of a breach of these Rules.
- 31.2. A person guilty of a breach of these Rules must remedy that breach immediately they become aware of it and in any event within seven days after notice from the Committee requiring them

to do so.

- 31.3. A drunken, idle or disorderly person found in or upon the Common Property may be similarly ejected and removed from the Building by a security officer or a member of the New Zealand Police.

## **32. General**

- 32.1. The duties and obligations imposed by these Rules on the Owners shall be observed not only by the Owner but also by the occupiers of the Units and the Owners' and occupiers' guests, employees, agents, workers, children, invitees, licensees and tenants, and these Rules are binding on all such persons.
- 32.2. The Building Manager is responsible to maintain a register of occupants, and Owners are required to provide the Building Manager with written notice of the full name, landline phone number, cell phone number, email address and address for service for the Owner and for all tenants or occupants of the Unit, and of any agent appointed under section 81 of the Act, and promptly notify the Building Manager in writing of any changes to such details. Where the Building Manager believes the details held are out of date the Building Manager may request such details from the Owner or the Body Corporate.

## **33. Approval Required by Body Corporate to certain building works**

- 33.1. Prior to the Owner of the Unit commencing any building works on a Unit, the Owner must provide confirmation satisfactory to the Body Corporate (represented in the first instance by the Building Manager who may refer the matter to the Body Corporate Committee) that the proposed building works do not require either a resource consent or a building consent. Without limitation, confirmation satisfactory to the Body Corporate may include written confirmation from the Auckland Council.
- 33.2. Should the Owner not be able to provide the written confirmation then the building works will require a building consent and/ or a resource consent as the case may be from the Auckland Council. Such consent must be provided to the Body Corporate prior to any Unit works commencing. In addition, the Owner must comply with the provisions of section 80(1)(h) and (i) of the Act.
- 33.3. When providing a copy of the building consent or resource consent (as the case may be) the Owner must provide the Body Corporate with all plans and specifications for the building work. All such building work must comply with the building consent and obtain a Code Compliance Certificate from the Auckland Council on completion. All work should comply with all warranties and requirements of the Building Act 2004 and shall be carried out in accordance with best trade practices. On the completion of the work the Owner must provide the Body Corporate with a copy of the Code Compliance Certificate.

## **34. Disturbance to use of Units**

- 34.1. An Owner must not cause, or permit, any vibrations, odors, fumes, noises or any disturbance that may interfere with the reasonable use and enjoyment of other Units by any other Owner.