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## **ROCKFOREST**

### **BODY CORPORATE OPERATIONAL RULES**

#### **1 INTERPRETATION OF TERMS, AND RULES BINDING ON OWNERS, OCCUPIERS, EMPLOYEES, AGENTS, INVITEES, LICENSEES AND TENANTS**

1.1 Terms defined in the Unit Titles Act 2010 (“Act”) have the same meaning in these rules as they have in the Act, unless the context otherwise requires.

1.2 These rules are binding on all owners and occupiers of units in the Body Corporate as well as the employees, agents, invitees, licensees and tenants of all owners and occupiers of units in the unit title development.

1.3 “Accessory Unit” means an accessory unit contained in the Unit Plan.

1.4 “Act” means the Unit Titles Act 2010 and the Unit Titles Regulations 2011 and includes any statutory modification or re-enactment of that Act or Regulations.

1.5 “Body Corporate” means Body Corporate number ..... and/or the committee where appointed under these rules (as the case may be).

1.6 “Buildings” means the buildings and other improvements situated on the Unit Plan.

1.7 “Building Manager” means any manager, if any, (whether incorporated or not) appointed by the Body Corporate to manage the buildings.

1.8 “Common Property” means the common property contained in the Unit Plan.

1.9 “Group Decision Making Process” means that which is set out in Appendix B to those rules.

1.10 “Land” means the land which is subject to the Unit Plan.

1.11 "Owner" has the same meaning in these rules as it has in the Act, and for the purposes of these rules it also includes occupiers of a unit in the unit title development and the employees, agents, invitees, licensees and tenants of all owners and occupiers of units in the unit title development, unless the context otherwise requires.

1.12 "Plan" and "Unit Plan" mean unit plan number.....(North Auckland Registry)

1.13 "Rockforest" means the unit title development comprised in the Unit Plan.

1.14 "Rules" means these rules as may be amended or substituted from time to time.

1.15 "Unit" means a principal unit on the Unit Plan; and unless the context otherwise requires, includes all Accessory Units on the Unit Plan.

1.16 "Ownership interest" and "Utility interest" have the meanings ascribed to them respectively in section 5 of the Act.

1.17 "Vehicle" includes any form of mechanised or electric or other assisted form of transport.

## **2 DUTIES OF OWNERS AND RESIDENTS**

A Unit Owner shall:

2.1 Permit the Body Corporate (or its agents or employees) at all reasonable hours and with either 24 hours prior notice or with the agreement of the relevant Owner (except in the case of emergency when entry can be at any time) to enter into and upon the Unit for any of the following purposes.

(a) Viewing the condition thereof;

(b) Installing, maintaining, repairing and renewing any pipes, conduits, wires, cables, ducts, fibres or other equipment in, upon or passing through the Unit or capable of being or intended to be used in connection with the enjoyment of any other Unit or the Common Property, and painting, repairing, maintaining, replacing and keeping clean all or any of

the exterior of the building of which the Unit forms part and all apparatus or systems used or intended, adapted or designed for use in connection with any other Unit or with the Common Property or the enjoyment thereof;

(c) Maintaining, repairing or renewing the Common Property;

(d) Ascertaining whether the Rules are being observed;

(e) Maintaining, repairing or renewing any walls, hedges or fences between Units;

(f) Exercising and carrying out any powers or duties conferred or imposed on it by the Act or these Rules;

(g) Investigating the cause of any security alarm system sounding in the Unit and if appropriate, deactivating such security alarm system;

(h) Testing for the use and/or manufacture of illegal substances and maintaining, repairing or renewing and keeping clean any property affected by an illegal substance where the results of any such test indicate a reduction in the value of any other Unit or of the Common Property.

2.2 Permit the Body Corporate to exercise the powers and duties contained in these rules and the Act.

2.3 Comply in all respects with all Acts, by-laws, regulations, Orders and Notices 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 that Unit.

2.4 Forthwith carry out all work that may be ordered by a competent local or public authority in respect of the Unit to the satisfaction of that authority.

(clause 2.12 refers to territorial authority. Does the nomenclature matter?)

2.5 Punctually pay to the appropriate authority or the Body Corporate (as the case may require) all :

(a) Rates costs of water, electricity, gas and data which are levied to the Body Corporate;

(b) Body Corporate levies payable in respect of the Unit.

2.6 Keep and maintain the interior of the Unit in good order, condition and repair.

2.7 If the interior of the Unit is damaged or destroyed, repair and reinstate the interior of such Unit in a proper and workmanlike manner and so as to ensure that no damage, harm or diminution in value shall ensue to the Common Property or any other Unit; provided that nothing in this paragraph 2.7 shall prejudice the right of any Owner in relation to any insurance policy effected by the Body Corporate or the application of the proceeds of such insurance.

2.8 Not make any additions or structural alterations including fences, shed, and other exterior structures, or alterations to any services to the Unit nor alter the design of the exterior of the Unit without the prior written consent of the Body Corporate

2.9 Procure compliance with these Rules by all visitors, invitees, agents, employees or tenants of and persons having business with the Owner and occupiers of the Unit, and ensure a copy of these Rules is available at all times in the Unit and that all tenancy agreements include provision permitting the Owner and the Body Corporate to enter the Unit for the purpose of testing for illegal substances.

2.10 Keep the Unit secured at times when unoccupied.

2.11 Comply with any security system installed for the benefit of all or any of the Units or the Common Property.

2.12 Not allow anything to be done in the Unit which:

(a) 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

(b) Creates a hazard including a fire hazard of any kind; or

(c) Affects the operation of fire safety devices and equipment or reduces the level of fire safety in the unit development.

2.13 Not do anything which shall make void or voidable any policy of insurance effected by the Body Corporate.

2.14 Not do anything which shall make any additional premium payable for any policy of insurance effected by the Body Corporate without:

(a) Obtaining the prior written consent of the Body Corporate;

(b) (Without limiting any other remedy of the Body Corporate) paying to the Body Corporate the amount of any such premium.

2.15 Not do anything or allow anything to be done which may compromise the use and enjoyment of any part of the Common Property which is by virtue of these Rules, or any lease or easement, for the use of one or more specified Owners.

2.16 Not cause any injury or damage to any part of the Common Property.

2.17 Make good any such loss, damage or injury to the Common Property caused by the Owner or occupier.

2.18 Not carry out any alterations, construction or landscaping on the Common Property without the prior written consent of the Body Corporate which consent is at the sole discretion of the Body Corporate. .

2.19 Cooperate with the Body Corporate during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures

2.20 Not interfere with the reasonable use or enjoyment of the Common Property by other Owners or obstruct any lawful use of the Common Property by other Owners.

2.21 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, assets or improvements set by the Body Corporate from time to time. 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.

2.23 Not use or permit to be used the Common Property in ways contrary to Rules and policies.

2.24 Use for the purpose for which they were designed and constructed, all things required for the provision of water supply, drainage, wastewater and stormwater services for 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. If any Owner causes or permits any damage, loss or costs to be incurred due to misuse or negligence that Owner shall pay for such damage, loss or costs.

2.25 Not, without the prior written consent of the Body Corporate, erect, fix, place or paint any signs or notices of any kind on or to the Common Property or on or to any external part of a Unit. The consent of the Body Corporate may be withheld, varied or removed if the rights or interests of another Owner are adversely affected by the sign or notice.

2.25 (a) Not leave rubbish or recycling 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 residents:

(b) Dispose of rubbish and recycling material promptly, hygienically and tidily using bins supplied for that purpose and ensure such disposal does not adversely affect the health, hygiene or comfort of other Owners;

(c) Not burn any rubbish anywhere on the common property or in any unit; and

(d) Keep the unit free of any vermin, pests and rodents.

### **3 An Owner and a resident of a unit:**

(a) May seek permission of the Body Corporate to use a part of the common property as a garden for their own purposes for a specified period of time, and such consent is at the sole discretion of the Body Corporate.

(b) Is encouraged to participate in the care of the Esplanade Reserve along the eastern and southern boundary of the unit title complex. Such participation is voluntary.

(c) May use herbs or collect fruit grown in the central Common Property courtyard but must be careful not to damage any plant, tree or landscaping material. Any damage is to be remedied at the Owner's cost.

### **4 CONTRACTORS**

In order for Rockforest Owners and residents to be able to enjoy a quiet and pleasant environment, an Owner of a Unit who carries out any repairs, maintenance, or other work on their Unit, must ensure that the contractors cause minimum inconvenience to all other Owners and ensure that all work is carried out in a proper workmanlike manner.<sup>1</sup>

### **5 SATELLITE DISHES AND ANTENNAE**

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

### **6 WINDOWS SHUTTERS AND AWNINGS**

The Owner shall replace promptly any windows, shutters or awnings which are broken or cracked with new glass or materials of the same pattern and of at least the same quality.

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<sup>1</sup> NOTE: Under Section 208 of the Act, the body corporate and owners must act reasonably when considering consent to fix such anything items under Section 208

## **7 NO ILLEGAL USE OR INTEFERENCE**

An Owner resident of any Unit shall not use or permit the Unit to be used for any purpose which is illegal or may be injurious to the reputation of the Rockforest development or name

## **8 COMMON PROPERTY**

The Common Property is for the enjoyment of all those living at Rockforest. An Owner of a unit is encouraged to cooperate and respect the right of other Owners to enjoy the Common Property. If Owners believe other owners are interfering with their enjoyment or use of the Common Property, they should communicate their concerns to the Owner concerned or raise the issue for discussion at the Rockforest Monthly Meeting (see rule 19). The Rockforest Monthly Meeting may decide on guidelines for the use of the Common Property, ~~without adversely affecting others.~~

## **9 VEHICLE PARKING**

9.1 Vehicles are to be parked in their own respective Accessory Units by Owners, ~~and visitors' cars are to be parked in Common Property visitor car parks unless there is prior written consent from an Owner for another to use that Owner's car park.~~ **No parking is provided for visitors.**

9.2 An Owner must ensure that an accessory Unit that is designated for use as a Vehicle park is:

- (a) Used only for the purpose of parking Vehicles;
- (b) Kept tidy and free of litter;
- (c) Not used for storage; and
- (d) Any Vehicle parked in the Vehicle park is parked within the boundaries of the Vehicle park.

9.3 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 9 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.

## **10 NOTICE OF ACCIDENTS, DEFECTS**

An Owner shall give the Body Corporate or the Committee prompt notice of any accident to, defect in or damage to the amenities of or in any Unit and the Common Property.

## **11 NOISE**

11.1 An Owner of a Unit, their guests, employees or agents shall not make or permit any undue noise in or about the Unit(s) or Common Property or interfere with or disturb in any way with the peaceful enjoyment of other Owners of the Units or those having business within or of any person lawfully using the Common Property and all musical instruments, radios, stereos, digital devices, optical devices, holograms and any electronic equipment shall be controlled so that the sound and brightness arising therefrom shall not be unreasonable and shall not cause annoyance to other Owners of the Units.

11.2 The use of the swimming pool shall be only quiet use from 10:00pm to 8:00am each night. Users of the pool are to be mindful of others using the pool and the environs. Noise generated in the pool is to be reasonable in the circumstances. Subject to this Rule, the Body Corporate may make specific rules to guide behaviour in and around the pool from time to time.

## **12 LAUNDRY**

An Owner of a Unit:

(a) Is permitted to erect a washing line or use a drying rack in their private Unit courtyard

(b) Is permitted to hang larger items such as bedding on the washing line, designated for that purpose by the Body Corporate. Such items should be hung for no longer than a reasonable drying period to enable other owners to use the space also.

(c) Shall not hang any clothes, washing, bedding, towels or other items on the Common Property other than on parts of the Common Property designated by the Body Corporate as washing line areas in accordance with rule 12 (b) above.

### **13 PETS**

13.1 At the time of purchase of a Unit, an Owner of a Unit may bring an existing pet, if they wish, to Rockforest. If that pet should die, the Owner is required to obtain the prior written consent of the Body Corporate before obtaining a new pet and such consent shall be at the sole discretion of the Body Corporate. Such consent and the right to bring an existing pet may be revoked by the Body Corporate upon written notice if the rights or interests of other Owners are adversely affected by the pet.

13.2 Notwithstanding rule 13.1 any Owner of a Unit who relies on a guide, hearing or assistance dog may bring or keep such a dog in a Unit, and may bring such a dog onto the Common Property.

13.3 The Owner of any pet permitted under rule 13.1 or any dog permitted under rule 13.2 must ensure that any part of a Unit or the Common Property that is soiled or damaged by the pet must promptly be cleaned or repaired at the cost of the Owner. If the pet is a cat, the cat must wear a bell on its collar and be kept inside at night. This is to protect the birdlife in the Oakley Creek area. If the pet is a dog, it must only enter the central Common Property courtyard for the purpose of entering or exiting Rockforest. Hens may be kept in the area set aside for them on the eastern part of the Rockforest Common Property.

### **14 POWERS OF BODY CORPORATE**

In addition to powers conferred by the Act the Body Corporate may:

14.1 Settle and approve future schemes for the exterior colour of the Buildings, Units and landscaping of the Common Property.

14.2 Recover the full expenses incurred by the Body Corporate in taking any action or proceedings against an Owner as a result of the wilful or accidental breach of any of these Rules and/or any by-laws and/or regulations made by the Body Corporate by such Owner .

14.3 The Body Corporate may remove anything placed or stored on the Common Property in breach of any rule herein and recover the cost of any such removal from the Owner or other person who installed or permitted to install such thing on the Common Property.

14.4 Where the Body Corporate expends money to make good damage caused by a breach of the Act, or of these Rules by any Owner of a Unit or the guests, employees, employees, agents, children, invitees, customers or licensees of the Owner of a Unit or any of them, or incurs costs in taking any action or proceedings against an Owner as a result of wilful or accidental breach of those Rules, or any bylaws, regulations or guidelines made by the Body Corporate, it shall be entitled to recover the amount so expended as a debt and any action in any Court of competent jurisdiction from the Owner of the Unit at the time when the breach occurs or the action or proceedings are instructed (whichever is applicable).

## **15 LEASING A UNIT**

15.1 An Owner of a unit must:

- a. make compliance with these rules a condition of any lease, license to occupy or tenancy agreement in respect of any Unit;
- b. 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; and
- c. provide the Body Corporate with written notice of the full name, landline phone number, cellphone number, email address and address for service for the purposes of the Act for the Owner the resident and for all tenants or occupants of the Unit, and promptly notify the Body Corporate in writing of any changes to such details.

## **16 USE OF UNITS**

An Owner of any Unit shall not:

16.1 Use the Owner's Unit for any purpose other than residential accommodation or home office, except with the agreement prior written consent of the Body Corporate;

16.2 Use any Accessory Unit for any purpose other than a purpose for which the Accessory Unit was designed, except with the prior written consent of the Body Corporate.

## **17 DECISION MAKING**

At the Rockforest Monthly Meeting and at Body Corporate General Meetings and Committee meetings all matters (so far as not to be in conflict with the Act) shall, at the election of the facilitator or the chairperson of the Body Corporate General Meeting, be determined using the Group Decision Making Process as set out at Appendix B to these rules.

## **18 PROCEEDINGS OF THE COMMITTEE<sup>2</sup>**

Proceedings of the Committee shall be as restricted, imposed or directed by the Body Corporate at a general meeting. Otherwise, the Committee may meet for the conduct of business, adjourn and otherwise regulate its proceedings as it thinks fit, (subject to the Act's requirements), provided that it shall meet when any member of the Committee gives to the other members not less than seven (7) days' notice or some other notice period agreed by the Committee of a meeting proposed by that member, specifying the reason

## **19 ROCKFOREST MONTHLY MEETINGS**

Meetings of Owners shall be held once in every calendar month. The purpose of the meetings is to build relationships, and to discuss and determine operational matters to do with Rockforest.

All persons living on site and all Owners may attend these monthly meetings. Subject to these Rules, the Body Corporate at these monthly meetings may make specific rules to guide behaviour from time to time or policies for guidance of behaviour and use of the Common Property.

## **20 VISION STATEMENT**

Owners are encouraged to support the Vision Statement of Rockforest attached as Appendix A to these rules.

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<sup>2</sup> The Act permits the creation of a committee and the delegation of some functions to the committee

## APPENDIX A Vision Statement of Rockforest

### Vision Statement

Rockforest is a pocket neighbourhood that fosters mutual support and cooperation in day to day living. We welcome diversity and encourage ecologically responsible living.

### Introduction

Rockforest was developed from the concept of Cohousing

- Rockforest creates a mini neighbourhood setting of up to eight dwellings centred around a pedestrianised central courtyard. The dwellings vary in size to attract a mixture of ages and type of family. The architecture and landscaping facilitate social contact and shared recreation. There is the opportunity to develop a culture of cooperation, sharing and respect.
- The housing is integrated to minimise the footprint on the land. The houses are compact and Owners can choose to share their skills, resources, and assets e.g. bikes, tools, and sports equipment.
- Rockforest maximises the safety of Owners. The central courtyard and swimming pool are fully fenced to protect children from vehicles. The houses are arranged so front doors are visible to other Owners and it is difficult for strangers to enter, remove or damage property without being seen.
- There is a balance of private and public space. People have their own small courtyards and their each unit has direct, easy access to the central courtyard. The central courtyard is maintained by a contractor and paid for via Body Corporate fees.
- In addition to the central courtyard, there is a small outdoor seating area, known as The Wedge, with a vista of Mt Albert and Oakley Creek. Adjacent to the Wedge is the start of a wide path leading to the Esplanade Reserve, an area of grass and native bush along the banks of the Oakley Creek. In contrast to the central courtyard it is quiet, secluded and private with abundant bird life. The Esplanade Reserve is owned by Auckland Council but maintained by volunteers

- The intent is for Rockforest Owners to share values such as seeking sustainable options, living in harmony with the natural environment, valuing diversity and appreciating the arts.

The Body Corporate rules are the legal framework necessary to realise the vision. They provide protection for owners as laid out in the Unit Titles Act (2010). As well as formal procedures and Body Corporate meetings, the rules will allow Owners to meet each month, build relationships and negotiate any day to day issues that arise and require additional policies.

### **APPENDIX B1 Group Decision Making Process**

Within this Appendix B, “Act” means Unit Titles Act 2010 and the Unit Title Regulations 2011.

At the election of the facilitator at a Rockforest Monthly Meeting under rule 17, or the Chairperson of a Body Corporate general meeting held under the Act, the method for discussion and decision making shall use Colour Cards as follows:

#### **Discussion**

Each person including any facilitator or chairperson taking part in the discussion has six coloured cards which are raised at any time during the discussion to indicate a wish to speak.

- Black: I have an interpersonal difficulty that is preventing my full participation.
- Red: I have a process observation, e.g. the discussion is off the subject.
- Orange I wish to acknowledge someone or something.
- Yellow I have a question, or need clarification.
- Green I can provide clarification.
- Blue I have a comment or opinion.

Cards are accorded differing priority and are heard in the order listed above.

Black cards have first priority. The facilitator or chairperson first calls on the person with the black card to state the difficulty and to say how that person would like the matter be dealt with. The group can then decide whether this should be processed within the group or between the individuals concerned.

The red card, the “stop the process” card, has the next priority. It is used to point out a breach in the agreed-upon procedure, such as an item has exceeded time limits.

Next, people holding up orange cards are called upon to deliver their acknowledgment(s).

People raising yellow cards to indicate questions have the next priority.

After a question has been asked, people holding green cards are called on to provide clarification to that question.

After all questions have been answered, the facilitator or chairperson calls on participants holding blue cards. At this time, comments regarding the topic of the discussion can be put forth.<sup>3</sup>

### **Decision making on motions**

Each person, including the facilitator or chairperson, taking part in the decision making has five coloured cards. Before a decision is made, each person must raise one of the coloured cards to gauge support for the decision, which now have the following meanings.

- Green I agree with the motion at hand.
- Blue I am neutral or basically for it, with some slight reservation.
- Yellow I have a question to be answered before I can make a decision.
- Orange I have a serious reservation, but I am not willing to block Consensus the motion.
- Red I am entirely against the proposal ~~motion and will block Consensus.~~

If any orange or red cards are raised, those people with reservations should voice their concerns, if they have not already done so.

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<sup>3</sup> Rockforest acknowledges the consent of Earthsong Eco-Neighbourhood for the use of the group decision making process.

At this point, an amendment to the current motion could be made which may address concerns raised, subject to the restrictions surrounding motion amendments at general meetings of the Body Corporate in the Act.

To make a decision on the motion, another show of cards can then follow, which now have the following meanings:

- Green: I agree with the motion.
- Orange: I abstain from voting.
- Red: I am against the motion.

For the purposes of a motion at either a Rockforest Monthly Meeting or a Body Corporate general meeting, it should be noted that at this point a motion has been passed if the Act's voting thresholds and voting requirements have been met.