



KENSINGTON PARK

RESIDENTS' ASSOCIATION

SCHEDULE 1

BYLAWS

SCHEDULE 1
BYLAWS-TABLE OF CONTENTS

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1. INTRODUCTION

- 1.1 **Constitution:** These Bylaws are those adopted by the Association under the provisions of the Constitution.
- 1.2 **Effective date:** These Bylaws come into force and effect on and from 1 January 2007. The Bylaws may be added to, amended or modified from time to time as provided for in the Constitution.
- 1.3 **Interpretation:** Terms and expressions used in these Bylaws are defined and guidelines for interpretation are set out in the Constitution. All references to Member(s), in these Bylaws, is deemed to include reference to Occupier(s) and Invitee(s) unless the context otherwise requires.
- 1.4 **Definitions:** In this document, unless the context otherwise requires:
 - 1.4.1 Commercial Members means those members operating within Kensington Park on a commercial basis e.g. Retail Stores
 - 1.4.2 Gathering means a group of 20 or more persons, or persons who, while as guests on members property, are visible to other members
 - 1.4.3 Household pets means any pet which is usually contained within the house e.g. Caged Birds, Tropical Fish and/or Turtles in an Aquarium
 - 1.4.4 Long-term means overnight or longer
- 1.5 **Objectives:** The Members have agreed upon Objectives for the development, management and operation of Kensington Park, in the form of principles and guidelines to apply to the development and then operation of Kensington Park over time intended to encourage and allow for coordination, preservation and enhancement of amenity and value for all as follows through:
 - 1.5.1 High levels of design, design standards and specifications;
 - 1.5.2 High level environmental standards - balancing commercial with ecologically sustainable principles, e.g. through the efficient use of energy;
 - 1.5.3 Professional and consistent management apply to all parts of the Common Facilities;
 - 1.5.4 High quality product and presentation which is premium in every class of property represented in Kensington Park - entertainment, commercial, retail and residential;
 - 1.5.5 Building and growing a place of harmony and community within Kensington Park.
- 1.6 **Purpose of the Bylaws:** The Bylaws are one of the tools, together with legal structural design, precise contracting and professional management, by which the standards and requirements to apply to the development, management, operation and use of Kensington Park will be maintained and observed.
- 1.7 **Application of the Bylaws:** The Bylaws apply to:
 - 1.7.1 All Properties in which the Members have an interest and to the land owned, leased, licensed or otherwise held by the Association from time to time; and
 - 1.7.2 All Members and Occupiers of, and Guests to, Kensington Park.
 - 1.7.3 All members, occupiers, and guests to Kensington Park will comply with these bylaws, local law, and legislative obligations

2. CONDUCT IN KENSINGTON PARK

- 2.1 **Considerate behaviour:** Each Member will make no noxious, noisy, improper, offensive or unlawful use of any Property or the Common Facilities, and will use their Property and the Common Facilities only for the purposes for which they were designed. No Member will

undertake any activity which is or may become a nuisance, cause unreasonable embarrassment, disturbance or annoyance to the other Members or Member's Guests in the use and enjoyment of their Properties and the Common Facilities as assessed by the Manager, the Committee, or appointed sub-committee.

- 2.2 **Supporting Serenity:** In order to be considerate of other Members' peace in the community, any activities on a Member's Property which will or are reasonably likely to cause excessive noise should be limited to before 10 pm (Sunday to Thursday) and 12 midnight (Friday and Saturday). To consider the serenity of other members, social gatherings exceeding these times should be occasional in nature. In the event of any unavoidable noise in a Property, at any time, the Member will take all practical means to minimise annoyance of the neighbours by closing all doors, windows and curtains of the Property and also such further steps as may be within the Member's power for the same purpose. Common Facilities may be used for private functions with the express approval of the Manager. This Bylaw exists to prevent the need for neighbours having to call out noise control officers employed by local councils, law enforcement officers, and/or enter into disputes with each other.
- 2.3 **Vehicle repairs:** When undertaking any vehicle or mechanical repairs, these must be self-contained within the garage. The member shall take all necessary safety precautions to mitigate the risk of danger to themselves, other members, or property.
- 2.4 **Don't litter:** No Member will drop any litter in or on the Common Facilities.
- 2.5 **Don't damage the Common Facilities:** No Member will do any act which detracts from the attractiveness, state of repair, or possible voidance of insurance of the Common Facilities. If any damage or loss occurs, the Member will immediately report such damage to the Manager.
- 2.6 **Temporary structures:** No temporary (more than 3 days) structures of any kind are to be installed on members' properties or common facilities unless they are to the rear of the dwelling and not visible from the road, driveway, or walking paths.
- 2.7 **Signs and placards:** No member, or representative of the member, may place a sign, placard, banner or emblem of any kind, or allow to be kept or placed, in Kensington Park with the exception of one "Open Home" sign, which may only be displayed whilst event is occurring.
- 2.8 **Decency:** No Member will engage in, or allow any person to engage in, any criminal activity within Kensington Park and under no circumstances will the Member use or allow use of the Member's Property for any activity or purpose that is unlawful, immoral or indecent or which offends commonly accepted standard of decency. By way of example, any of the following is expressly prohibited:
 - 2.8.1 Escort agency, brothel, massage parlour and/or sauna;
 - 2.8.2 "rap" parlour;
 - 2.8.3 Striptease;
 - 2.8.4 Topless bar and/or restaurant;
 - 2.8.5 The showing or supply of pornographic films or videos from Properties belonging to Commercial Members.
- 2.9 **Rubbish disposal:** No Member will store or dispose of any rubbish except into bins or receptacles for removal on usual days by the local authority or by independent contractors. Bins or rubbish receptacles should be placed and retrieved on the day of collection.
- 2.10 **Smoke free:** No smoking in any part of the Common Facilities.
- 2.11 **Residential use:** No residential member will conduct any commercial activity from the Property (Including the garage) or store on that Property any plant equipment used for commercial

activities, without the written consent of the Manager unless the Property has been designated a Commercial Premises only by the Kensington Park Residents' Association.

- 2.12 **No auctions:** No member will permit any auction, garage sale or similar activity to be conducted or take place in any Property or on the Common Facilities.
- 2.13 **Rental Agencies:** In accordance with sections 9.3 and 9.4 of the Constitution, any lease or rental, or marketing of a member's property for lease, must be through an Association approved rental agency.

3. SWIMMING POOL AND SAUNA RULES

3.1 Pool Safety, Health & Hygiene

- 3.1.1 For health and hygiene reasons we encourage you to shower before entering the pool. No pets are allowed within the building and the facilities must not be used while under the influence of alcohol or drugs. If you have a medical condition, please take additional care in the pool and sauna.
- 3.1.2 No running, jumping, pushing or diving in the swimming pool.
- 3.1.3 No food or drink is allowed in or around the pool or sauna
- 3.1.4 Swimming aids may be used but no swim toys, boogie-boards, balls etc in the pool, whilst other members are sharing the facility.
- 3.1.5 Rules displayed on the "Use of this Facility" board in the Pool/Sauna house must be followed at all times.

4. GYMNASIUM RULES

4.1 Use by Guests

- 4.1.1 All guests wishing to use the Gym must be accompanied by a resident of Kensington Park

4.2 Rules Board

- 4.2.1 Rules displayed on the "Use of this Facility" board in the Gymnasium must be followed at all times.

5. TENANT RULES

5.1 Application Form

- 5.1.1 All members, or their agent, must make written application when tenanting their property; this application must be accompanied by an Application Form, completed and signed by the prospective tenant
- 5.1.2 All tenants must complete an Application Form (as attached) in accordance with section 9.3 of the Constitution;

5.2 Rules

- 5.2.1 Only those applicants noted on the Application Form are permitted to reside in Kensington Park
- 5.2.2 Tenants are permitted to use all of the common facilities
- 5.2.3 Tenants are responsible for ensuring all guests abide by the Rules and Bylaws of Kensington Park

6. PETS

- 6.1 **Only family pets:** No animals, livestock or poultry of any kind are to be raised, bred, or kept on any Property except for domestic dogs, cats, or other household pets which are kept for the purpose of providing companionship for the Member's family. Animals are not to be raised, bred or kept for commercial purposes or for food
- 6.2 **Control and supervision:** Control and supervision: All permitted pets must be under control and supervision of the Member, and for this purpose:
- 6.2.1 All dogs will be on a leash when outside the boundaries of a Member's Property;
- 6.2.2 All pet debris and droppings will be immediately picked up and disposed of;
- 6.2.3 No pet will make any noise as to disturb or otherwise cause a nuisance;
- 6.2.4 All pets will be maintained in a healthy condition, and all laws and regulations relating to the keeping of pets are complied with;
- 6.2.5 All pets must be properly tagged for owner identification; and
- 6.2.6 Any member who does not adhere to the points above or has a pet which causes unnecessary disturbance may be advised that their pet can no longer reside at the Member's Property.
- 6.3 **Number of pets:** Occupiers are permitted to have only two pets within the Occupier's property.
- 6.3.1 Any occupiers with in excess of two pets as at July 1st 2014, are permitted to retain pets, but upon death, will not replace any pets that may lead to non-compliance with 6.3 above.

7. BUILDING APPEARANCE AND DESIGN CONTROLS

- 7.1 **Attractive appearance:** Each Member has a duty to keep the Property and all improvements on it in an attractive, clean, and well-maintained condition, and will not permit the accumulation of unsightly rubbish, equipment, implements or materials on the Property.
- 7.2 **Building standards:** All proposed alterations, or new structures, must comply with all applicable standards outlined in the Design Controls, and be approved by the Design Review Board prior to any work commencing.
- 7.3 **Building colours:** No Member is to alter in any manner whatsoever the colour and exterior appearance of the building erected on the Property except in accordance with the Design Controls and with the written permission of the Design Review Board.
- 7.4 **Antennae, satellite dishes and solar collectors:** Unless approved by the Design Review Board, no Member may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collecting panels or equipment on a Property unless such apparatus is erected and maintained in such a way that it is screened from public view.
- 7.5 **All window treatments to be acceptable to the Design Review Board:** Any window or door treatments, blinds, louvers, or curtains displayed in public view must comply with the range of treatments listed in the Design Controls, and that are approved by the Design Review Board.
- 7.6 **Seasonal decorations:** Outdoor seasonal decorations must be in working order and good repair. Decorations will be set up and taken down in accordance with the Design Controls.
- 7.7 **Air-conditioning:** Any air-conditioning apparatus must be approved by the Design Review Board.
- 7.8 **Washing and clothes hanging devices:** No clothing, bedding or other articles will be hung on the windows, balconies or on the outside of the Property or its windows. These restrictions

however shall not apply in respect to clothing, bedding or other articles hung on any clothesline installed or erected on the Property in accordance with consent given under clause 18.3 of the Constitution. Refer to the Design Controls for further information.

8. GARDEN AND LANDSCAPE MAINTENANCE

- 8.1 Members are responsible for the upkeep of the gardens and/or landscape of their property, where applicable. Refer to the Design Controls for further information. Any changes to Members' gardens should be submitted to the Design and Review Board prior to any changes taking place.
- 8.2 **Garden and Landscape Maintenance:** All grass, hedges, shrubs, vines and planting of any type is to be kept trimmed and, at regular intervals, mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants that die are to be removed and replaced with comparable plants. No weeds, vegetation or waste materials are to be placed or permitted to accumulate on any part of the Property.
- 8.3 **Fences:** Any fences or walls erected or maintained on a Property must have the approval of the Design Review Board.
- 8.4 **Park Landscape:** Members may submit changes on the overall landscape for the Park to the Design and Review Board. Members are not to interfere with the common area landscaping.

9. ROADS

- 9.1 **Notification of vehicle registrations:** Each Member will provide the Manager with the registration number of all vehicles belonging to the Member which will be used on any roads within Kensington Park.
- 9.2 **Visitor Parking:** To ensure adequate visitor parking, Members will park according to the following rules, any exceptions will only be permitted by the approval of the Manager. The Manager will consider all applications in relation to impact on visitor parking availability:
 - 9.2.1 **Non-car Parking restrictions:** any camper van, van, truck over one tonne, trailer or recreational vehicle (including boat, watercraft, jetski, motor home or travel trailer) bus or aircraft may not park on the roads or those parts of the Common Facilities specified by the Association for parking purposes, for any continuous period exceeding 4 hours in duration, with the exception of a camper van/motor home which can park for one night maximum to enable the loading or offloading of supplies.. Exceptions may be permitted with approval by the Manager; and
 - 9.2.2 **Members Parking:** all members must utilise their allocated garage carpark associated with their residence for parking purposes prior to parking on the road and driveways on a long-term basis. Long-term parking on the driveway or road is only permitted with the written permission from the Manager; and
 - 9.2.3 **Members Parking Review:** all long-term parking permits will be reviewed by the Manager annually
- 9.3 **Prohibited vehicles:** No camper vans, vans, trucks over one ton, trailers, vehicles with advertising signage, recreational vehicles (including boats, watercraft, jet skis, motor homes, travel trailers) buses, aircraft, motorcycles, motor scooters, motorised gardening equipments, garden implements, equipment or tools may be kept on any Member's Property unless the same is fully enclosed within the garage located on the Property. **This Bylaw does not apply to:**
 - 9.3.1 Vehicles and equipment temporarily visiting a Member's Property in connection with the maintenance of a Property and remaining for such period of time as is reasonably necessary to provide the service or to make the delivery to a Property or the Common Facilities. Any vehicle, boat or equipment kept, stored or parked in breach of this Bylaw

or the parking rules referred to in clause 9.3 above will be subject to the Bylaw enforcement process outlined in section 12.

- 9.4 **Safer Roads:** In the interests of pedestrians and children, please keep your speed below 30Kmh within Kensington Park

10. KEYS AND ACCESS CARDS

- 10.1 **Keys and Access Cards for Common Facilities:** To ensure adequate provision for members, any duplicate or lost keys and access cards for the common facilities must be requested from the Manager. A fee may be applied for duplicate keys and access cards.

11. CLOSING THE COMMON FACILITIES

- 11.1 **Closure:** The Manager may close any or all of the Common Facilities as the Manager considers necessary for security, health, or safety reasons, or for the purposes of maintaining or repairing the Common Facilities. The Manager will endeavour to give reasonable notice to the Members of any proposed closure unless the situation requires immediate closure.

12. BYLAW ENFORCEMENT POWERS AND PROCESS

- 12.1 Guidance for behaviour which is incompliant with these bylaws will follow a warning process prior to invocation of disciplinary action as outlined in section 12.4; and
- 12.2 All outstanding fines will remain chargeable against the member's property until paid in full; and
- 12.3 If any member wishes to enter into dispute with the Association, that member agrees to enter into mediation, and if unresolved through this mediation, then arbitration. The decision of the arbitrator shall be accepted by both parties; and
- 12.4 In order to help members comply with these bylaws, individual infringement fines may be applied in line with section 12.5. Any behaviour leading to an infringement must be remediated within the enforcement process (section 13). Accrued balances meeting or exceeding a value of \$2,500 will be recovered through a debt recovery process and registered with Baycorp.
- 12.5 The following are the fines to be applied for incompliant behaviour by members;
- 12.5.1 **Penalties for Compliance Breach:** Fines are set as;
- 12.5.1.1 Any breach of section 2.7 of these Bylaws (Signs and Placards) will incur an initial fine of \$1,000 and a recurring fine of \$100/day thereafter until the breach has been remedied and compliance with the Bylaws for this breach is restored; or
- 12.5.1.2 All other breaches of these Bylaws (with the exception of section 2.7) will incur an initial fine of \$200, and a recurring fine of \$100/day thereafter until the breach has been remedied and compliance with the Bylaws for this breach is restored.

13. ENFORCEMENT PROCESS

- 13.1 It is not the Association's wish to apply fines for breaches of the Bylaws, and where breaches have occurred, the Manager will give consideration to the following guidelines before exercising the authority to apply fines;
- 13.1.1 the effect of that breach will be assessed; and
- 13.1.2 the deliberate intention or gross negligence of the member to commit that breach.
- 13.2 In general, the manager will first seek to gain compliance through verbal requests. If then necessary, by way of written request for compliance. Should a breach still be outstanding or to occur regularly, then after giving consideration to clause 13.1, a fine may be applied.

14. APPENDIX 1: TENANCY REQUEST APPLICATION

THIS FORM WILL BE PROVIDED BY THE MANAGER

Kensington Park - Tenancy request application form

In order that the Manager & Committee can form a view, and consider all applicants on the same basis, in regard to the suitability of a prospective tenant as described in the Bylaws the following details must be provided within each letter of application.

1. Name of all applicants to occupy the Premises:

Surname - Given Names

1.

2.

2. Last domiciled address:

3. Full Contact details of the Principal Applicant:

4. Credit reference(s) - Principal Applicant:

1.

2.

3.

5. Motor Vehicle Registration number, Make and Model of all applicants:

1.

2.

6. Residential references from previous landlords

(Principal Applicant - Through period of preceding 24 months)

1.

2.

7. The applicants acknowledge that they have discussed and understand the Bylaws and Design Control Regulations pertaining to Kensington Park and Body Corporate Rules (if applicable) with the Manager

or his Agent, and agree to abide them should their application be successful; copies of all documents have been received.

- 7.1. The applicants agree that no copies of keys are to be made; and understands that any further issue of keys require a written application to the Manager and payment of any fees thereof.
- 7.2. The applicants acknowledge that should this application be successful only those names stated on this application form will reside at the property.
- 7.3. The applicant agrees to be bound to these conditions and the 'Tenants Rules' should the applicant become the Tenant.

Principal Applicant's signature:

Date

The Manager and/or Committee of Kensington Park Residents' Association may, as prescribed under the ByLaws of Kensington Park, without prejudice, draw a conclusion as to the acceptance or not of the application without further correspondence being entered into. Denial of any application is in no way intended to be, or to be seen, as prejudicial toward, or any judgement upon the character, position or reputation of the applicant. Documents pertaining to applications remain confidential to Kensington Park Residents' Association and may be formally destroyed by the Association without further notice.

Complete and return to the Manager:

KPRA Manager, on behalf of Boutique Body Corporate & Community Managers

Postal address: PO Box 11131, Ellerslie, Auckland 1542.

Physical Address: Building B, Level 2, 8 Nugent Street, Grafton 1023

Ph: 022 0190105

Email: admin@kpra.net.nz

15. APPENDIX 2: POOL, SAUNA AND GYM RULES

Pool and Sauna Rules

Supervision: The Swimming Pool is **NOT** supervised. All children under 14 years of age must be accompanied by an adult aged 18 years or older, who is a resident.

Children: No more than four (4) children (under 18 years of age) per property are allowed in the Pool or Sauna at any one time. (Parkside Drive Pool)

Maximum Numbers Using Pool/ Sauna: A maximum of four (4) guests per property may use these facilities at any one time, unless prior consent of the Manager has been obtained (Parkside Drive Pool).

Health & Hygiene: For health and hygiene reasons we encourage you to shower before entering the pool. No pets are allowed within the building and the facilities must not be used while under the influence of alcohol or drugs. If you have a medical condition, please take additional care in the Pool and Sauna.

Nappies: Children who are not toilet-trained must wear swim nappies in the Pool, which are provided in the wall cabinet (cabinet is marked and labelled)

Accompanied Use: All guests using this complex must be accompanied by a Resident. The security fobs are personalised to each property and must not be given to Guests to use. No running, jumping, pushing or diving is allowed in the Swimming Pool vicinity.

No Food or Drink: No food or drink is permitted in or around the Pool or Sauna.

Swimming Aids: Swimming aids may be used but no swim toys, boogie-boards, balls etc in the pool, whilst other members are sharing the facility.

Gym Rules

Minimum age: No children under the age of 13 are allowed in the Gym.

Capacity: The maximum number allowed in the Gym area at one time is 8 (Parkside Drive Gym). A maximum of two (2) guests per property will be entitled to use the Gym, unless the prior consent of the Manager is obtained.

Take Special Care: This Gym is **NOT** supervised. Please take care whilst using the equipment. Take additional care if you have a medical condition. Please be considerate of other members wishing to use the equipment.

No Alcohol or drugs: No Alcohol or drugs are allowed in or around the Pool House building. Never use equipment in the Gym while under the influence of Alcohol or Drugs.

No Glass: No Glass is allowed.

Cleanliness & Hygiene: Towels or sanitised wipes must be used to wipe down Gym equipment after use.

No Pets: No pets are allowed within the building.

No Food: No food is allowed in the Gym.

A First Aid Kit is located on the Gym Wall

IN THE EVENT OF AN EMERGENCY- DIAL 111