



View Instrument Details



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 Lodged By Stephens, Angelene
 Instrument Type Unit Titles Act 2010 - Notice/Change of Rules - s105 &106

Affected Computer Registers Land District
 WNS7D/462 Wellington

Annexure Schedule: Contains 6 Pages.

Signature

Signed by Samuel Robert Walker as Applicant Representative on 11/10/2013 09:36 AM

*** End of Report ***

NOTICE OF CHANGE TO BODY CORPORATE RULES
 PURSUANT TO S.106, UNIT TITLES ACT 2010

Unit Plan:	90319
Body Corporate Number:	90319
Supplementary Record Sheet:	WNS7D/462

NOTICE IS HEREBY GIVEN that the rules of Body Corporate Number 90319 were on the 1st day of October 2013 duly amended in the manner set out in Schedule 1 hereto:

AND IT IS HEREBY CERTIFIED that:

- 1) I, Anita Smith, was appointed Chairperson of Body Corporate Number 90319 at a meeting of the Body Corporate on 1 October 2013.
- 2) An Ordinary Resolution of the Body Corporate has been passed at a meeting of the registered proprietors held on 1 October 2013 authorising the changes to the Body Corporate Rules.
- 3) I have been authorised by the Body Corporate to give this Notice.

Dated at Lower Hutt this 2 day of October 2013

Signature of Body Corporate Chairperson:

Anita Smith

In the presence of:

[Signature]
 [Signature]
Linda Elizabeth Siegfert
 [Full Name]
7 Freyberg Street
 [Address of Witness]
Unit # 202 Owner
 [Occupation of Witness - Unit Owner]

MHB-P-8-V1/MHB

Form 15
Notice of change to body corporate operational rules
Section 106, Unit Titles Act 2010

Schedule of amendments:

474 Adelaide Body Corporate 90319

OPERATIONAL RULES

1. Interpretation of terms, and rules binding on owners, occupiers, employees, agents, invitees, licencees and tenants
 - a. 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.
 - b. These rules are binding on all owners and occupiers of units in the unit title development as well as the employees, agents, invitees, customers, licencees and tenants of all owners and occupiers of units in the unit title development.
 - c. "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, licencees and tenants of all owners and occupiers of units in the unit title development, unless the context otherwise requires.
2. **Interference and obstruction of common property**
An Owner of a unit must not:
 - a. interfere with the reasonable use or enjoyment of the common property by other Owners;
 - b. obstruct any lawful use of the common property by other Owners; and
 - c. restrict any light or air in any unit or common property, or obstruct or cover any windows, sky lights, lights or other means of illumination of any unit or common property.
 - d. observe and comply with common areas including the carpark being smoke free
 - e. throw or allow to fall or permit or suffer to be thrown or fall any paper rubbish, refuse, cigarette butts or other substances or liquids whatsoever in the lifts, out of the windows or doors, or down the staircase from balconies, from the roof or in passageways of the building. Any damage or costs of cleaning or repair caused by breach hereof shall be borne by the proprietor or occupier of the unit concerned.
 - f. observe and comply with common areas including the carpark being alcohol free; alcohol is not to be consumed in these areas nor are glasses or open bottles containing alcohol to be carried through these areas.
3. **Damage to common property**
An Owner of a unit must not:
 - a. permit the exterior of the Unit to be painted or refurbished except in conformity with the general scheme of painting as approved by the Body Corporate
 - a. hang window curtains other than a neutral colour facing outside of the unit in keeping with the general scheme of the Body Corporate.
4. **Use of facilities, assets and improvements within the common property**
An Owner of a unit must not use any facilities contained within the common property or any assets and improvements that form part of the common property for any use other than the use for which those facilities, assets or improvements were designed and constructed and must comply with any conditions of use for such facilities or assets or improvements set by the Body Corporate from time to time.
 - a. 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.
 - b. The swimming pool is provided for residents' enjoyment only.

5. **Vehicle Parking**

- a. An Owner of a unit must not park a vehicle or permit a vehicle to be parked on any part of the common property unless the Body Corporate has designated it for vehicle parking or the Body Corporate has given prior written consent.
 An Owner of a unit that is designated for use as a vehicle park must:
 - i. only use the vehicle park for the purpose of parking vehicles;
 - ii. ensure the vehicle park is kept tidy and free of litter;
 - iii. not use the vehicle park or permit it to be used as storage;
- c. The Body Corporate may remove a vehicle from the unit title development that the Body Corporate considers is parked in such a manner that it is in breach of this rule 5, 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.

6. **Aerials, satellite dishes and antennas**

- a. An Owner of a unit must not erect, fix or place any aerial, satellite dish, antenna or similar device on or to the exterior of a unit or on to common property without the prior written consent of the Body Corporate which shall not be unreasonably or arbitrarily withheld. The consent of the Body Corporate may be withheld, varied or evoked if the rights of another Owner are adversely affected by the exterior aerial, satellite dish, antenna or similar device.

7. **Signs, notices, advertising and promotion**

- a. An Owner of a unit must not, without prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld, erect, fix, place or paint any signs or notices of any kind on or to any part of the common property or on or to any external part of the unit.
- b. An Owner of a unit must not display any temporary or mobile signage, including but not limited to sandwich boards and portable banners ("temporary signage"), at any time other than during the opening hours of the business operating from a unit, and must not display any temporary signage on the common property or any accessory unit without the prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld.
- c. An Owner of a unit must not display any goods or services on common property or any accessory unit or use the common property or any accessory unit for any business, promotional or commercial purpose without prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld.
- d. Rules 7(b) and (c) do not apply to any unit used solely for residential purposes.

8. **Contractors**

- a. An Owner of a unit who carries out any repair, maintenance, additions, alterations or other such work on a unit must ensure that any contractors or other such persons employed by the Owner cause minimum inconvenience to all other Owners and ensure that such work is carried out in a proper workmanlike manner.

9. **Rubbish and pest control****An Owner of a unit:**

- a. must not leave rubbish, recycling material, trade refuse or waste, dirt or other material on the common property except in areas designated for rubbish collection by the Body Corporate, and where such materials 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;
- b. must dispose of rubbish and recycling material promptly, hygienically and tidily and ensure such disposal does not adversely affect the health, hygiene or comfort of other Owners;
- c. must not burn any rubbish anywhere on the common property or in any unit; and
- d. shall keep the unit free of vermin, pests, rodents and insects.
- e. any such waste that does not fit in the waste bins provided must be removed by the owner.

10. **Cleaning and garden maintenance**
An Owner of a unit must ensure the unit is kept clean at all times and any gardens, grounds, yards or paved areas within the unit are kept neat and tidy and are regularly maintained.
11. **Cleaning and replacing glass,**
An Owner of a unit must:
- keep clean all glass contained in windows or doors of a unit, and replace any cracked or broken glass as soon as possible with glass of the same or better weight and quality.
12. **Lawns and gardens on common property**
An Owner of a unit must not damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common property or, without written consent of the Body Corporate use any part of the common property as a garden for their own purposes.
13. **Use of water services**
- All things required for the provision of water supply, drainage, wastewater and sewage services to units or common property and all things attached to and used in relation to such services, including but not limited to pipes, drains, taps, faucets, toilets, baths, showers, sinks, sink incinerators and dishwashers, must only be used for the purpose for which they were designed and constructed. 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.
 - An owner of a unit shall not waste water unnecessarily and shall ensure that all taps in the unit are turned off after use.
14. **Washing**
An Owner of a unit:
- shall not hang any clothes, washing, bedding, towels or other items outside or from a unit or outside from any building contained within a unit or on or from any deck or balcony; and 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, and such items may only be hung for a reasonable period.
15. **Ventilation equipment**
An Owner of a unit
- shall not install ventilation or heating air conditioning or ventilation equipment in the unit without the written permission of the Committee.
 - shall comply at all times with the operating and maintenance instructions of any security, fire alarm, air conditioning or ventilation equipment in the unit.
16. **Floor Coverings**
Except in kitchen, laundry, toilet or bathroom areas of a unit, an Owner of a unit must ensure that all floor space in the unit is covered or otherwise treated to an extent sufficient to prevent noise transmission from the unit that is likely to disturb the quiet enjoyment that could reasonably be expected by the Owner of another unit.
17. **Noise, behaviour and conduct**
An Owner of a unit shall not make or permit any noise or carry out or permit any conduct or behaviour, in any unit or on the common property, which is likely to interfere with the peaceful use and enjoyment of the unit title development by other Owners between the hours of 10pm and 7am or between other such hours that the Body Corporate may set from time to time.
18. **Pets**
- An Owner of a unit must not, bring or keep any animal or pet in any unit or the common property.
 - Any Owner of a unit who relies on a guide, hearing or assistance dog may bring or keep such dog in a unit, and may bring such a dog on to the common property.

- An Owner of any animal or pet permitted must ensure that any part of a unit or the common property that is soiled or damaged by the animal, pet or dog must promptly be cleaned or repaired at the cost of the Owner.
19. **Moving and installing objects**
An Owner of a unit must not:
- without prior written consent of the Body Corporate, bring onto or through the common property or any unit, or erect, fix, place or install any object whatsoever in any unit, any object of such weight, size, nature or description that could cause any damage, weakness, movement or structural defect to any unit or common property, and any such damage caused or contributed to shall be paid for by the Owner responsible.
 - erect any structure without the written permission of the Committee
20. **Hazards, insurance and fire safety**
An Owner of a unit must not bring into use, store, or do, in a unit or any part of the common property anything that:
- increases the premium on or is in breach of any Body Corporate Insurance policy for the unit title development; or
 - 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
 - creates a hazard of any kind; or
 - affects the operation of fire safety devices and equipment or reduces the level of fire safety in the unit title development.
21. **Emergency evacuation drills and procedures**
An Owner of a unit must cooperate with the Body Corporate during any emergency evacuation drills and must observe and comply with all emergency evacuation requirements and procedures.
22. **Notice of damage, defects, accidents or injury**
Upon becoming aware of any damage or defect in any part of the unit title development including its services, or any accident or injury to any person in the unit title development, an Owner of a unit must immediately notify the Body Corporate. Any cost to repair such damage or defect shall be paid by the Owner that caused or permitted the damage or defect.
23. **Leasing a unit**
An Owner of a unit must:
- 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
 - provide the Body Corporate with written notice of the full name, contact phone number, cell phone number, email address and address for service for the purposes of the Act for the Owner and for all tenants or occupants of the unit, and promptly notify the Body Corporate in writing of any changes to such details.
24. **Security**
An Owner of a unit must:
- 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;
 - 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:
 - The issue of security access cards upon conditions, including payment of a deposit;
 - The right to refuse admission to any person unless prior notice of the identity of that person is given;
 - 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 it's security

- c. Not hold the security personnel liable for any damage caused by them to any person or property in carrying out their responsibilities in accordance with the terms of their appointment;
- d. Use or permit to be used the Residential Units only for residential purposes;
- e. Use or permit to be used the Retail units for Retail Uses which comply in all respects with the Territorial Authority District Plan and all it's bylaws and ordinances.

Note

Only amendments or additions to the body corporate operational rules that relate to those matters mentioned in section 106(1)(a) and (b) of the Unit Titles Act 2010 may be made. Any amendment or addition must comply with section 106(2) and (4) of that Act.



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