

# Body Corporate Rules

**Unit Plan:**

199318

**Body Corporate Number:**

NA128A/53

**Supplementary record sheet:**

NA128A/53

**Background**

These Body Corporate operational rules help the body corporate govern the complex. They are a set of common expectations placed on unit owners, visitors and tenants to act respectfully and enable all owners to peaceful enjoyment and privacy within their unit and to help prevent disagreements between the community living in the complex. These rules are part of the Point Residence Terms & Conditions. We respectfully ask you to observe, understand and adhere to these body corporate rules during your time with Point Residence.

**Notice**

The Body Corporate gives notice that the Body Corporate 199318 operational rules are adopted and modified as specified in the schedule of amendments. The changes have been made in accordance with an ordinary resolution pursuant to s 106 of the Unit Titles Act 2010 at the Body Corporate Annual General Meeting held on 21 August 2012.

## Schedule of amendments

**Additions**

The following rules are hereby added to the body corporate schedule of rules:

**1. Aerials**

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of any Unit are being adversely affected by an aerial or antenna, any consent previously given may be modified or withdrawn on **14 days'** written notice.

**2. Matters to be Directed to the Secretary and Body Corporate Representative**

All notifications and requests for consideration of any particular matter shall be directed to the Body Corporate. A Proprietor 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 Body Corporate for determination.

**3. Obstruction**

Except as provided otherwise in these Rules, the Common Property, entrances, lobbies, lifts, escalators, stairways and corridors shall not be obstructed by any Proprietor or used

for any purpose other than reasonable ingress and egress to and from Units.

#### 4. Interior Maintenance

- A Proprietor shall be responsible for the interior maintenance and decoration of the Proprietor's Unit.
- A Proprietor 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.
- Nothing in this rule shall prevent a Proprietor from employing an interior decorator for the purpose only of decorating or redecorating the interior of any Unit. A Proprietor may subject to the approval of the Committee, nominate and employ tradespersons for the purpose of repairing and making good any part of that Proprietor's Unit in an emergency.

#### 5. Windows

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

#### 6. Blinds, Awnings, Curtains, etc.

- 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. Proprietors shall as often as the need shall arise (in the opinion of the Committee) replace at each Proprietors own cost any curtains or blinds.

- A Proprietor must not cover or coat any window of a Unit with aluminum foil or any other reflective material.

#### 7. Directory

The Body Corporate shall maintain a directory of Proprietors in each of the entrance vestibules in the Building. A Proprietor shall only be entitled to have the Proprietor's name listed on the directory in the vestibule, if any, giving access to the Proprietor's Unit upon application to the Committee. Name plates on the directory shall be affixed by the Committee at the cost of the Proprietor.

#### 8. Water, Blockage of Pipes, etc.

- A Proprietor 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;
- The toilets, wash basins, sinks, waste masters, 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 Proprietor of the Unit in which the misuse or negligence occurred.

#### 9. Notice of Defects

A Proprietor, on becoming aware of any defect, damage or defilement to the exterior of the Building 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 the 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 Proprietor if the act or neglect of the Proprietor necessitated the repairs or renovations.

#### 10. Cleanliness and Removal of Rubbish

- A Proprietor shall ensure that the Proprietor'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.
- A Proprietor shall not allow the Proprietor's 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 Proprietor responsible.
- In disposing of rubbish a Proprietor shall ensure that bottles are completely drained, cleaned and deposited in an 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.

#### 11. **Animals**

A Proprietor shall not raise, breed or keep dogs larger than 30cm to the shoulder apart from any registered guide dog belonging to the Proprietor, a member of the Proprietor's family residing in the Unit or an authorised tenant, licensee or occupier of the Proprietor's Unit, or any animals, birds or reptiles, which may breach the provisions of Rule **3.13** in any unit.

#### 12. **No Dangerous Substances**

A Proprietor 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.

#### 13. **Conduct and Noise**

A Proprietor shall not permit any objectionable noise in the Building or on the Common Property nor interfere in anyway with the peaceful enjoyment of other Proprietors, tenants, or occupiers of other Units or those having business with them or of any person lawfully using the Common Property.

#### 14. **Heavy Objects**

A Proprietor 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 proprietor 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.

#### 15. **Security**

- A Proprietor shall keep the Proprietor's Unit secure and all doors and windows locked and fastened whenever the Unit is unoccupied.
- A Proprietor cannot install, or permit to be installed, any security system on any Unit or on Common Property without the prior written consent of the Body Corporate.

#### 16. **Leasing**

- A Proprietor shall ensure that any tenant, licensee or occupier of the Proprietor's Unit has received a copy of these rules (and any amendments).
- Each Proprietor whose Unit is occupied by a tenant or person(s) other than the actual Proprietor is deemed by virtue of being that Proprietor to have appointed both the Apartment Manager and the Secretary of the Body Corporate severally to deal with

such tenant or such other persons, as if the Apartment Manager or the Secretary of the Body Corporate were the Proprietor, and more particularly to:

- Give warnings if the Rules and regulations of the Body Corporate are being breached;
- To give notice of termination of the tenancy;
- To arrange for entry to the Unit and eviction of the tenant or such other persons;
- To recover payment for contribution to damaged property;
- To check on the internal condition and cleanliness of the Unit from time to time; and other attendances inspections and actions available to a Proprietor as landlord.
- The Body Corporate Secretary and the Apartment Manager shall have no liability to the Proprietor so long as the exercise of these powers is carried out in compliance with standard practice.

#### 17. **Lifts**

- A Proprietor 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;
- The lifts (except any goods lift) installed into 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 purposes other than passenger carriage may be charged to the Proprietor

responsible for the damage.

#### 18. **Air-conditioning**

A Proprietor 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.

#### 19. **Emergency Contact**

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

#### 20. **Recovery of Funds Spent to Rectify Breach**

Where the Body Corporate spends money as a result of a breach of the Act or of the rules by any Proprietor or the tenants, guests or licenses of any Proprietor, 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 Proprietor together with the Body Corporate's legal costs.

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

The Body Corporate may require the Proprietors to perform fire drills, and observe all necessary and proper emergency evacuation procedures, and the Proprietors shall cooperate with the Body Corporate in observing and performing such rules and procedures.

#### 22. **Special Rules for Common Property**

The Committee may make special rules relating to the Common Property and its use and enjoyment. These rules shall be complied with by all Proprietors. Such special rules shall not be inconsistent with the Rules and shall not derogate from any lease or easement in respect of the Common Property granted by all the Proprietors in accordance with the Act nor any special right or privilege given by the Body Corporate pursuant to these Rules.

#### 23. **Use of Swimming Pool and Gymnasium**

The following conditions apply to the use of the gymnasium and swimming pool (together with the area surrounding the swimming pool):

- The gymnasium and swimming pool may only be used by a Proprietor, tenant and invitee of a Proprietor or any other person entitled to use it between the hours nominated from time to time by the Body Corporate;
- Children under the age of 12 years may use the gymnasium and swimming pool area only if accompanied and supervised by an adult;
- Running, ball playing, noisy or hazardous activities are not permitted in the gymnasium and the swimming pool area;
- The Committee may make rules and regulations relating to the gymnasium and swimming pool area;
- A Proprietor shall not without proper authority from the Committee operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or any other substance to the swimming pool.

#### 24. **Car parking and Storage**

- Each Proprietor of car parking and/or storage spaces must use those areas for the purposes of car parking or storage only (as the case may be) and not litter or otherwise soil it or so use it as to create a nuisance, but otherwise the Proprietor is not responsible for the performance of the duties of the Body Corporate to properly maintain and keep the car parking and/or storage spaces in a state of good and serviceable repair.

#### 25. **Vehicles**

- Save in the case of emergency, a Proprietor shall not park or stand a motor vehicle upon Common Property or interfere with or obstruct access by other persons in the Building.

#### 26. **Clothes Drying and Signs**

- A Proprietor must not erect on the exterior of the Unit a clothes line or apparatus for a similar purpose ( either permanently or temporarily) nor hang to dry clothes or any other thing on or from the exterior of the Unit;
- A Proprietor may not without the prior written authority of the Body Corporate first hand and obtained, erect any sign, placard, banner or other device for the purposed of advertising a Unit "For Sale" or "For Lease" or any other purpose;
- If the Committee restricts the access of any Proprietor to any part of the Common Property for security purposes the Committee may make available to the Proprietor 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 a Proprietor;

- A Proprietor must exercise a high degree of caution and responsibility in making a Security Key available for use by any tenant or occupier of a Unit and must take all reasonable steps to ensure return of the Security Key to the Proprietor or the Committee;
- A Proprietor 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 the Security Key is not lost or handed to any person other than another Proprietor and is not disposed of otherwise than by returning it to the Proprietor or Committee;
- A Proprietor must promptly notify the Committee if a Security Key is lost, stolen or destroyed.

- Not only by the Proprietor but also by all tenants and occupiers of the Units and the Proprietors, tenants, occupiers, guests, employees, agents, workers, children, invitees and licensees.

**Note**

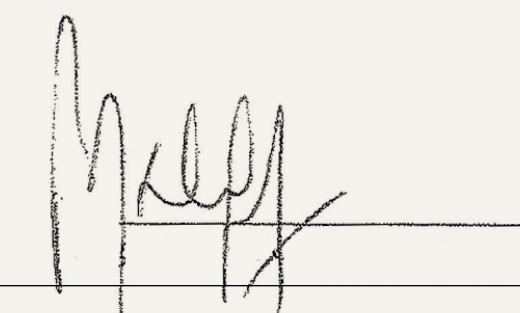
Only amendments or additions to the body corporate operational rules that relate to those matters mentioned in section 106(1)(a) and (b) of the Unit Titles Act 2010 may be made. Any amendment or addition must comply with section 106(2) and (4) of that Act.

**SIGNED by the Body Corporate  
Chairperson in the presence of:**

15 / 07

Date

2013



Signature of Chairperson

**27. Breaches and Penalties**

- 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;
- A person guilty of a breach of these Rules must remedy that breach immediately when they become aware of it and in any event within seven days after notice from the Committee requiring them to do so;
- A drunken, idle or disorderly person found in or upon the Common Property may be summarily ejected and removed from the Building by a security officer or a member of the New Zealand Police.

**Witness to signature**



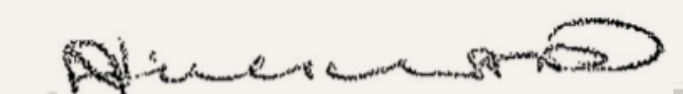
Signature of witness (Body Corporate Committee Member)

ANTHONY REED MORRIS

Name of witness



Occupation of witness



City/town residence of witness

**28. General**

- The duties and obligations imposed by these Rules on the Proprietors shall be observed