



View Instrument Details



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Lodged By Gray, Susan Jane
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Affected Computer Registers **Land District**
168999 Wellington

Annexure Schedule: Contains 6 Pages.

Signature

Signed by Richard Bertrand Chesney as Applicant Representative on 30/07/2014 11:19 AM

*** End of Report ***

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

Unit plan: DP 335843
Body Corporate Number: 335843
Supplementary record sheet: 168999

Notice

The body corporate gives notice that the body corporate operational rules are changed as specified in the schedule of amendments.

The changes have been made in accordance with an ordinary resolution passed on 3 July 2014.

Schedule of amendments

AMENDMENTS

1. The following amended rules hereby replace the existing body corporate operational rules:

RULES FOR BODY CORPORATE NUMBER 335843

PROPERTY AT 115 VIVAN STREET, WELLINGTON

BODY CORPORATE OPERATIONAL RULES

1. **Interpretation of terms, and rules binding on owners, occupiers, employees, agents, invitees, customers, 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, customers, licencees and tenants of all owners and occupiers of units in the unit title development, unless the context otherwise requires.
 - d. Building elements as in section 5 of the Act are further defined as including:
 - i. Frames and hinges of external windows and doors
 - ii. Glass and apparatus not able to be safely accessed from the building interior, of external windows and doors.

2. **Interference and obstruction of common property**
An Owner of a unit must 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.
3. **Damage to common property**
An Owner of a unit must not damage or deface the common property.
4. **Use of facilities, assets and improvements within the common property**
 - a. 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.
 - b. Any part of the common property that is used as an entrance or accessway 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.
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.
 - b. 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 for storage;
 - iv. ensure that any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park.
 - 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 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**
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 or 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 revoked 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**
An Owner of a unit must 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 any part of the common property or on or to any external part of a unit or internally that are visible from the exterior of the building.
- 8. Contractors**
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 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;
 - b. must dispose of rubbish and recycling material promptly, hygienically and tidily using properly secured and sealed rubbish bags 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. must not throw or allow to fall any paper, rubbish, refuse or any other substance whatsoever from any window, balcony, door or other part of the unit or common property. Any damage or costs or cleaning or repairing caused by the breach shall be borne by the Owner of the unit.
- 10. Cleaning and maintenance**
An owner of a unit must ensure the unit is kept clean at all times and any balcony 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 when safely accessible from the building interior.
- 12. Use of water services**

 - a. 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 insinkers 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.
- b. An Owner of a unit shall not waste water unnecessarily and shall ensure that all taps in the unit are turned off after use.

13. Washing

An Owner of a unit:

- a. shall not hang any clothes, washing, bedding, towels or other items outside or from a unit or outside or from any building contained within a unit or on or from any deck or balcony; and
- b. 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.

14. Security and ventilation equipment

An Owner of a unit shall comply at all times with the operating and maintenance instructions of any security, fire alarm, air conditioning or ventilation equipment in the unit.

15. Floor covering

Except in kitchen, laundry, toilet or bathroom areas of a unit, an Owner of a unit must ensure that all floor space in a 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.

16. 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 use and enjoyment of the unit title development by other Owners.

17. Pets

- a. An Owner of a unit must not bring or keep any animal or pet in any unit or on the common property.
- b. Notwithstanding rule 17(a) 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.
- c. An Owner of any dog permitted under rules 17(b) must ensure that any part of a unit or the common property that is soiled or damaged by the dog must promptly be cleaned or repaired at the cost of the Owner.

18. Security

An Owner of a unit must:

- a. keep the unit locked and all doors and windows closed and securely fastened at all times when the unit is not occupied, and do all things reasonably necessary to protect the unit from fire, theft or damage;

- b. take all reasonable steps to ensure any electronic security cards, security keys or security codes to a unit or common property are not lost, destroyed or stolen or given to anyone other than a registered proprietor, occupier or tenant of the unit to which the security card, security key or security code relates;
- c. not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a unit or common property; and
- d. notify the Body Corporate as soon as reasonably practicable if rules 18(b) or (c) are breached.

19. Moving and installing heavy objects

An Owner of a unit must not, without the prior written consent of the Body Corporate, bring onto or through the common property or any unit, or erect, fix, place or install 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.

20. Lifts

An Owner of a unit must comply at all times with any notice or instruction displayed in any lift in the unit title development. If any lift in the unit title development, other than a goods lift, is to be used for carrying anything other than passengers, lift protection equipment supplied by the Body Corporate must be used.

21. Hazards, insurance and fire safety

An Owner of a unit must not bring onto, use, store, or do, in a unit or any part of the common property anything that:

- a. increases the premium on or is in breach of any Body Corporate insurance policy for the unit title development; or
- b. 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
- c. creates a hazard of any kind; or
- d. affects the operation of fire safety devices and equipment or reduces the level of fire safety in the unit title development.

22. 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 procedures.

23. 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 any such damage or defect shall be paid by the Owner that caused or permitted the damage or defect.

24. Leasing a unit

An Owner of a unit:

- a. 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
- b. 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 and for all tenants or occupants of the unit, and promptly notify the Body Corporate in writing of any changes to such details.

25. Use of Principal Unit

- a. An Owner of a unit must not use or permit the use of any Unit for the provision of sexual services
- b. An Owner shall not permit any auction or garage sale or similar activity to be conducted on or to take place in a unit or on the common areas in the Building.
- c. An Owner shall not carry out any work which in any way alters the external appearance or decoration of the unit or the common property, or any other unit in the building.
- d. An Owner of a unit shall not affix or hang to external windows blinds, drapes or curtains visible from the outside such unit except with a backing of a white or cream colour.

Date [day, month, year]: 25/7/14

Signature of body corporate: [Signature]

(Chairperson) JOHN SOLIHO

Before me: [Signature]

[Full name of witness] GRAEME WILLIAM HILDRED

(Body corporate member)

[Address of witness] 91 EDEN STREET

ISLAND BAY

WELLINGTON

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.