

2020

Body Corporate 88925 Operational Rules



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These rules are to be read in conjunction with the Unit Titles Act and Unit Titles Regulations available from: www.legislation.govt.nz/

Body Corporate Number 88925

(Wellington Land Registry)

Body Corporate Operational Rules

The Body Corporate Operational Rules set out in Schedule 1 of the Unit Titles Regulations 2011 are repealed and the following Operation Rules substituted in their place:

1. Interpretation and Definitions

- 1.1 In these Rules terms defined in the Unit Titles Act 2010 (“Act”) have the same meaning as they have in the Act, and the following interpretations and definitions apply unless the context otherwise requires:

The *Act* means the Unit Titles Act 2010 together with all subsequent amendments or revisions;

Accessory Unit has the meaning ascribed in Section 5 of the Act;

The Body Corporate means Body Corporate No. 88925 (Wellington Land Registry);

The *Committee* means the *Body Corporate* committee established by The Body Corporate under section 112 of The Act;

The Building means the buildings on 54 - 66 Willis Street, Wellington 6011;

Common Property has the meaning ascribed in Section 5 of the Act and is that common property otherwise described on Unit Plan 88925;

Occupiers shall be deemed to include Owners, their tenants and licensees, clients of any business operating within the Building, and invitees or guests of Owners or their tenants;

Office Unit means Unit 501

Owners has the meaning ascribed in Section 5 of the Act;

The Property means 54-66 Willis Street, Wellington, 6011;

Replacement Value means the dollar amount needed (including demolition costs and architect's fees), at current market prices, to replace the insured Property, in the case it is damaged or destroyed, on the same premises, with a building of like kind, of comparable materials and quality, without deduction for depreciation, but limited by the maximum dollar amount indicated on the declarations page of the insurance policy;

Residential Units means Units 101 to 110 inclusive, Unit 112, Units 201 to 211 inclusive, Units 301 to 312 inclusive, Units 401 to 411 inclusive and Unit 601;

Retail Units means Units G1 to G3 inclusive;

Unit means a principal unit on the Unit Plan and:

- a. Unless the context otherwise requires, includes all Accessory Units attached to that Unit (if any);
- b. in relation to any Owner or Occupier means the Unit owned or occupied by that Owner or Occupier;

Unit Plan means Plan number 88925;

Unit Titles Regulations means the Unit Titles Regulations 2011 issued pursuant to Section 217 of the Act, and any subsequent amendments or revisions to these regulations.

1.2 In these Rules, unless the context provides otherwise:

1.2.1 Words importing the singular number shall include the plural, and words importing any gender shall be deemed to include the other gender;

1.2.2 Any provision of these Rules to be performed by two or more persons shall bind those person jointly and severally;

- 1.2.3 Headings and marginal notations in these rules have been inserted for convenience only and shall not in any way limit or govern the construction of the terms of these rules;
- 1.2.4 Where any consent or approval is required pursuant to any provision of these Rules such consent or approval shall not arbitrarily or unreasonably be withheld unless expressly stated otherwise and such consent or approval shall be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion;
- 1.2.5 All provisions contained in these Rules shall be construed so as not to be invalid, illegal or unenforceable in any respect but if any such provision is invalid, illegal or unenforceable that provision may at the option of the Body Corporate be construed to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation of a partial character. In the event that any such provision or part thereof cannot be so construed:
- a. Such provision shall be deemed to be void and severable and the remaining provisions hereof shall not in any way be affected or impaired thereby;
 - b. The operation of such provision shall be suspended until such time as it is intra vires and enforceable;
- 1.2.6 GST means Goods and Services Tax or any imposed tax imposed pursuant to the provisions of the Goods and Services Tax Act 1985 and known as Goods and Service Tax;
- 1.2.7 These Rules are governed by and shall be construed in accordance with the laws of New Zealand;
- 1.2.8 Writing shall include words visibly or electronically represented or reproduced;
- 1.2.9 Any reference in these Rules to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.

2. Compliance with Laws and Regulations

- 2.1 The Body Corporate, Owners and Occupiers will comply with the Act, with the Unit Titles Regulations, and with these Rules.

3. Use of, Interference with and Obstruction of Common Property

- 3.1 An Owner or Occupier of a Unit must not interfere with, adjust, damage or remove any chattels, fixtures or fittings, lighting systems, fire protection systems, entranceway doors, intercom systems, security systems, lift or other item used or intended for use in the Building in connection with the Common Property or Accessory Units.
- 3.2 An Owner or Occupier of a Unit must not obstruct in any way any of the entrances and passages, including the pedestrian access between the Residential Units, the Office Unit and Accessory Units, or use them in a manner likely to cause damage or undue wear and tear to any carpeted, paved or sealed surfaces or for any other purpose than reasonable entry and exit to and from that Unit and the Building.
- 3.2 An Owner or Occupier of a Unit must not damage or deface any part of the Common Property or Accessory Units, including marking or painting, driving nails, or screws or the like.
- 3.4 An Owner or Occupier of a Unit shall not drive, operate, install or use any vehicle or machinery on the Common Property or Accessory Units of such a size and weight that is likely to cause damage to the Common Property or Accessory Units, and any such damage caused or contributed to it shall be paid for by the Owner responsible.
- 3.5 An Owner or Occupier of a Unit must not use any facilities, assets or improvements that form part of the Common Property or Accessory Units for any use other than the use for which the facilities, assets or improvements were designed or constructed, and must comply with any conditions of use for those facilities, assets or improvements that are set by the Body Corporate from time to time.
- 3.6 An Owner or Occupier of a Unit on becoming aware of any damage or defect in any part of the Building including its services, or any accident or injury to any person on the Property 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.

4. Exterior Colour Scheme

- 4.1 The Body Corporate may settle and approve schemes for the exterior colour of the Units and the Building; provided however that should no agreement be reached by the Owners of the Body Corporate then the existing colour schemes shall continue to be used.
- 4.2 An Owner or Occupier of a Unit with the exception of the Retail Units shall make no alterations to the colour scheme or appearance of the exterior of the Unit without first obtaining the written consent of the Body Corporate.

5. Balconies, Windows and Infrastructure

- 5.1 An Owner or Occupier of a Unit having a balcony area, shall only use the balcony for recreational use directly associated with the residential use of the Unit, and shall not allow any person to create any annoyance or nuisance to any other occupiers of the Building and further shall not permit or allow installation or construction of any improvement, structure, aerial or communication device or any clothesline upon the balcony without the prior written approval of the Body Corporate.
- 5.2 It is noted that under section 138(2) of the Act the Body Corporate is required to maintain, repair, or renew all building elements and infrastructure that relate to or serves more than one Unit. Therefore, where the balcony of a Unit is contained solely within that Unit, it is the responsibility of that Unit Owner to maintain the balcony of their Unit in a state of good repair.
- 5.3 An Owner of a Unit shall keep clean all interior glass contained in windows and doors of that Unit, and replace any cracked or broken glass in windows of that Unit as soon as possible with glass of the same or better weight and quality. It is noted that under section 138(2) of the Act the Body Corporate is required to maintain, repair, or renew all building elements and infrastructure that relate to or serve more than one Unit. Therefore, where the windows of a Unit are contained solely within that Unit, it is the responsibility of that Unit Owner to maintain the windows of their Unit in a state of good repair and to ensure that the windows and the window frames of the Owner's Unit remain watertight and weatherproof at all times.

- 5.4 Where a window or window frame that serves more than one Unit or that is contained within one or more Units and the Common Property, requires repair or maintenance, as specified under Section 138(2) of the Act, it is the responsibility of the Body Corporate to affect such repair or maintenance. Under Sections 126(1) and 126(2) of the Act, the Body Corporate may then recover a portion of the cost of any such repair or maintenance from each of the Unit Owners concerned, in the proportions that the window is contained within their Unit.
- 5.5 An Owner of a Unit is responsible for maintaining, repairing or renewing all Infrastructure that relates solely to that Unit.
- 5.6 The Delineation points in the Building for the provision of gas, power, water, waste water and sewage are listed below:
- 5.6.1 Gas – The Owner of the Office Unit shall be solely responsible for all existing pipes, safety devices and other equipment necessary for the provision of gas to or from the Office Unit.
 - 5.6.2 Power – The Owner of a Unit shall be responsible for all wires, conduits, safety devices and all other equipment located within the Unit necessary for the provision of power.
 - 5.6.3 Water – The Owner of a Unit shall be responsible from the downstream side of the first water isolating valve for the Unit for all pipes, safety devices and all other equipment located within the Unit necessary for the provision of water.
 - 5.6.4 Waste Water and Sewerage – The Owner of a Unit shall be responsible to the first pipe joint downstream of the ‘S’ bend of the Unit for all pipes, ducts, safety devices and all other equipment located within the Unit necessary for the provision of waste water and sewerage.

6. Payment of Contributions

- 6.1 Each Owner of a Unit shall pay to the Body Corporate by monthly instalments in advance or otherwise as the Body Corporate may require, the amount of any contributions levied against the Unit Owner pursuant to Sections 121, 124, 125, 126, 127, 128 and 138 of the Act.
- 6.2 The interest payable on overdue contributions as detailed in Section 128 of the Act shall be 10%, or any other amount that the Body Corporate may determine from time to time at a General Meeting.

7. Liability for Damage

- 7.1 A Unit Owner shall be liable for the cost of carrying out repairs or replacement work necessary to remedy all damage not covered by the Body Corporate insurance policy where the Owner or Occupier or persons under their control, wilfully or intentionally causes damage to any property in or about the Building including but not limited to any Common Property or Accessory Units, or any other Owner's Unit.
- 7.2 Where the cost of any damage is covered by the Body Corporate's insurance policy, and results in the Body Corporate incurring the cost of the excess specified within the policy, the Unit Owner responsible for the damage shall be liable to pay the insurance excess payment.

8. Hazards, Insurance and Fire Safety

- 8.1 An Owner or Occupier of a Unit must not bring onto, use, store, or do in a Unit or any part of the Common Property or Accessory Units 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, causes a false alarm fire system activation or reduces the level of fire safety in the unit title development.
- 8.2 An Owner or Occupier of a Unit must cooperate with the Body Corporate during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures adopted by the Body Corporate.

9. Smoking

- 9.1 An Owner or Occupier of a Unit must not smoke or permit smoking in the Common Property and Accessory Units of the Building, including but not limited to all lifts, stairwells, and corridors, and the airspace at the rear of the Building.

10. Disturbance to other Owners (noise, smells or annoying behaviours)

- 10.1 An Owner or Occupier of a Unit shall not make or permit any noise or carry out or permit any conduct or behaviour, in any Unit, the Common Property or any Accessory Units, which is likely to interfere with the use and enjoyment of the Building by other Owners or Occupiers.
- 10.2 An Owner or Occupier of a Unit shall ensure that all toilet fittings, taps, any washing machine, dishwasher or other mechanical apparatus, and any radio, television, computer or other electronic apparatus, musical instrument or other devices are duly and properly adjusted and maintained to an extent sufficient to prevent transmission so far as is reasonably possible of noise or other interference likely to disturb the peaceful enjoyment of the Owner or Occupier of another Unit.
- 10.3 An Owner or Occupier of a Unit shall not permit or cause any smells or cooking emissions or odours to permeate the Building and the Unit's Owner shall provide and regularly service any extraction fan or system that may be necessary to remove such emissions or odours that may occur as the result of any activity in that Unit.

11. Use of the Unit

- 11.1 An Owner or Occupier of a Unit shall not use or permit the use of the Unit for any purpose which may be illegal or injurious to the reputation of the Building or of the other Owners or Occupiers of Units or which may interfere with the peaceful enjoyment of another Unit's Owner or Occupier.
- 11.2 An Owner or Occupier of a Residential Unit shall not in respect of the Unit use or permit the Unit to be used for any purpose other than for residential use, without the prior written consent of the Body Corporate.
- 11.3 An Owner or Occupier of a Retail Unit shall not in respect of the Unit use or permit the Unit to be used for any purpose other than for retail use, without the prior written consent of the Body Corporate and shall not permit the Retail Unit to be used for residential use.
- 11.4 An Owner or Occupier of an Office Unit shall not in respect of the Unit use or permit the Unit to be used for any purpose other than for commercial office space, without the prior written consent of the Body Corporate and shall not permit the Office Unit to be used for residential use.
- 11.5 Where a business operating from a Unit is subject to the Sale of Liquor Act 1989 or any other statute, regulation or enactment to which the business is subject (together called "statute"), the Unit Owner or Occupier must ensure that the requirements of the statute are complied with at all times and must take all reasonable steps to ensure that the business operation does not interfere with the use and enjoyment of the unit title development by other Owners or Occupiers.
- 11.6 An Owner or Occupier of a Residential Unit shall not hang any washing, clothes, bedding, or similar items, or construct any clothesline, on the Unit from the windows and/or balconies of the Unit or the exterior of the Building.
- 11.7 An Owner or Occupier of a Unit shall not erect any television aerial, satellite dish, radio mast or antennae on the balcony of a Unit.
- 11.8 An Owner or Occupier of a Unit shall not permit to be used in their Unit any machine equipment or instrument which causes interference with radio, television or telephone reception in any other Unit unless such machine equipment or instrument is fitted with a device which effectively prevents interference with radio, television and telephone reception of other Units.

- 11.9 An Owner or Occupier of a Unit must not hold any garage sale or auction in any part of the Building except as it relates to carrying out retail business in the Retail Units.
- 11.10 The maximum number of persons permitted to reside in each residential unit is based on the number of bedrooms in the unit. This is to prevent overloading of building facilities such as rubbish removal, water, fire escape, etc.
- a. Each bedroom may contain no more than 2 adults or 3 children.
 - b. 'Reside' is deemed to be staying overnight more than 3 consecutive nights.
- 11.11 AU603 is to be used only for the purposes of a boiler room. Any costs relating to repairs and maintenance of AU603 (including the boiler) shall be borne by the registered Owner from time to time of unit 501. The registered owner of AU603 authorises the Body Corporate to access AU603 for the purpose of access to the roof for planned or emergency building maintenance.
- 11.12 The registered Owner from time to time of unit 501 has a limited right of access to the northern plant room (being the plant room that comprises part of unit 501 and is located on the roof level of the building as shown on the unit plan). Such access will only be available from AU603 via the roof for the purposes of carrying out repairs and maintenance of the ventilation plant located in the northern plant room.
- 11.13 An Owner or Occupier of a Residential Unit shall not permit or allow:
- a. Short-term accommodation uses of the Unit such as temporary rental of rooms, use as serviced apartments, tourist or backpacker use; and
 - b. Owners and/or Occupiers must not advertise or promote or permit an agent to advertise or promote or permit a Unit to be used for short-term accommodation uses described in paragraph (a).

- 11.14 The registered Owner of units 501 and 601 have air rights as shown on the Unit Plan. The Body Corporate has installed roof safety equipment on the common property roof and the roof areas covered by the air rights of unit 501 and unit 601.

The registered Owner of units 501 and 601 shall permit the Body Corporate access over the roof areas to install and maintain the roof safety equipment and for planned or emergency building maintenance purposes.

If either Owner takes up the air rights, then that Owner will at its own cost arrange for the removal and replacement of the roof safety equipment with the same or similar equipment on the newly created roof.

12. Signs, Notices, Advertising and Promotion

- 12.1 An Owner or Occupier must not fix or erect any signs on the Common Property or external part of a Unit (including an Accessory Unit), without the prior written consent of the Body Corporate.
- 12.2 An Owner or Occupier of a Unit must not fix or erect any sign inside or outside a Unit that is visible from either the interior or exterior of the Building.
- 12.3 Notwithstanding clause 12.1 and 12.2, an Owner or Occupier of a Retail Unit or Office Unit may fix or erect signage including under verandah signs on the ground level of the Building provided it first obtains the written consent of the Body Corporate, such consent not to be unreasonably withheld.
- 12.4 An Owner or Occupier of a Unit shall not display any goods or services on the Common Property or on any Accessory Unit, or use the Common Property or any Accessory Unit for any business, promotional or commercial purpose without the prior written consent of the Body Corporate.

13. Pets

- 13.1 No animals, fish, insects, birds or reptiles shall be brought into or kept in any Unit or on the Common Property or Accessory Units.
- 13.2 Notwithstanding Rule 13.1 any Owner or Occupier 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 dog onto the Common Property and Accessory Units.
- 13.3 Notwithstanding Rule 13.1 an Owner (not a tenant or licensee) may be permitted to have up to two cats in a Unit subject to the written consent of the Committee. Consent of the Committee may be revoked upon written notice if the rights or interests of any other Owners are adversely affected.
- 13.4 An owner of a dog permitted under Rule 13.2 or of a cat permitted under Rule 13.3 must ensure that any part of a Unit or the Common Property or Accessory Units that is soiled or damaged by that animal is promptly cleaned or repaired at the cost of that Owner or Occupier.

14. Use of Water Services and Keeping Drains Clear

- 14.1 All things required for the provision of water supply, drainage, wastewater and sewage services to Units, the Common Property or Accessory Units 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, incinerators or other waste disposal systems, washing machines and dishwashers must only be used for the purpose for which they were designed and constructed. If any Owner or Occupier causes or permits any damage, loss or costs to be incurred due to misuse or negligence that Owner shall pay for such damage, loss and administration, repair and legal costs reasonably incurred.
- 14.2 An Owner or Occupier shall not waste water unnecessarily and shall ensure that all taps in the Unit are turned off after use.

- 14.3 An Owner shall ensure that any tap, bath, shower, toilet, or other device that is connected to the Building's water supply and which is leaking, is repaired expeditiously. If an Owner does not affect such repairs, the Body Corporate may issue a written notice to the Owner requiring that such repairs be carried out. If the fault or faults specified in the notice have not been remedied within 48 hours of the giving of such notice, any person authorised by the Committee for that purpose may enter upon the Unit in question to remedy such default at the cost in all things of the Owner.
- 14.4 In the event that water or sewage is leaking from one Unit to any part of the Building, or there are reasonable grounds for believing this to be the case, and it is not practicable (whether by reason of the Owner or Occupier's absence from Wellington or because of the urgency of the situation or otherwise) to give the period of notice referred to in Rule 14.3 then any person authorised by the Committee for that purpose may enter the Unit in question to undertake such repair or other work as may be necessary at the cost in all things to the Owner.

15. Security

- 15.1 An Owner or Occupier of a Unit or Accessory 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 Accessory Unit are not lost, destroyed or stolen or given to anyone other than an Owner or Occupier 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 Accessory Unit; and
 - d. notify the Body Corporate as soon as reasonably practicable if rules 15(b) or (c) are breached.

- 15.2 Given the importance of facilitating access (by way of a master key system) where necessary by Fire Service and other rescue related services, an Owner or Occupier of a Unit (with the exception of the Retail Units or Office Unit) shall not change the lock or keys to that Unit except with the consent of the Committee.

16. Alterations, Additions, Repairs and Maintenance

- 16.1 An Owner of a Unit must not alter the elevation of their Unit, or make additions or alterations to their Unit (including any alterations to gas, water or electricity supply services) without first obtaining written consent from the Body Corporate except in the case of internal fit out or decorating.
- 16.2 An Owner or Occupier of a Unit shall not remove any material or substance installed at the time of construction of the Unit to ensure acoustic soundness and integrity unless it is to replace or renew such material or substance to achieve a level of acoustic soundness and integrity equal to or in excess of that evident when the material or substance was installed.
- 16.3 An Owner or Occupier of any Unit who carries out any repair, maintenance, additions, alterations or other work on that Unit must ensure that any contractors or other persons employed or engaged cause minimum inconvenience to all other Owners and Occupiers and ensure that such work is carried out in a proper workmanlike manner.

17. Emergency Contact

- 17.1 The Owner of a Unit shall advise the Body Corporate of the residential address (if different from the Unit) and telephone number of the Owner or Occupier, or if the Owner or Occupier is a corporation then of the manager, secretary or other responsible person employed by the Owner or Occupier, and shall keep the Body Corporate promptly informed of any change of such address or telephone number.

18. Lifts

- 18.1 The Owner or Occupier of a Unit shall comply with any notice or instructions displayed in any lift by the Body Corporate or any statutory authority and will comply with any notice or instructions of the manufacturer and/or maintenance contractor of the lift.
- 18.2 Any Owner or Occupier of a Unit moving into, or out of the Building, or receiving or sending numerous bulky items (in or out) must use the goods lift (right-hand car). Failure to do so will result in a fine as specified in the Operational handbook which will be invoiced to the Unit Owner.
- 18.3 The Owner or Occupier of a Unit shall only use the passenger lift (left-hand car) for the carriage of persons and small, light, everyday goods that can be carried by one person.

19. Tenants

- 19.1 For the purpose of ensuring adequate and proper control and management of Units, Accessory Units and of the Common Property at all times, every Owner, when creating a Lease or Tenancy in favour of some other person (“the Tenant”), shall:
- a. Notify the Committee as to the name of the Tenant; and
 - b. Ensure that the Tenant has received and perused a copy of these Rules, and has signed a copy of Tenant Rules Confirmation form and provided a copy to the Body Corporate; and
 - c. Ensure that the Tenancy Agreement specified by the Residential Tenancies Act 1986, which is entered into jointly by the Unit’s Owner and the Tenant includes a provision that the Tenant will abide by these Rules; and
 - d. Include, in the Tenancy Agreement referred to in (c) above, provision that failure by the Tenant to observe and abide by the Rules of the Body Corporate shall be grounds for termination of the Tenancy, where such non-compliance is regarded by the Committee acting reasonably to be material enough to warrant termination; and

- e. In the event that the Tenant shall breach or fail to observe any of the Rules of the Body Corporate, then the Chairperson of the Body Corporate may serve notice at the Unit specifying the breach complained of, the remedial action required and forward a copy of that notice to the address of the Owner last known to the Body Corporate. In the event that the Tenant or Owner shall fail to promptly carry out the remedial action required or shall habitually breach or fail to observe the Rules of the Body Corporate then the Owner shall forthwith, following request in writing from the Body Corporate to that effect serve notice as specified in Section 51 of the Residential Tenancies Act 1986, terminating the Tenancy or make an application under either Section 55 or Section 56 of the Residential Tenancies Act 1986 to the Tenancy Tribunal requesting that the Tribunal terminate the Tenancy; and
 - f. Comply with any agency appointment if required under Section 81(2) of the Act, which requires Owners who lease or licence their Units to appoint an agent where they are absent from New Zealand for more than three consecutive weeks.
- 19.2 Any Owner of a Retail or Office Unit shall not be required to comply with the foregoing provisions of Rule 19.1 in relation to any such change or other arrangement.

20. Rubbish Disposal & Recycling

20.1 Rubbish and Recycling is defined as everyday household waste and not unwanted appliances, household furniture and the like.

20.2 An Owner or Occupier of a Unit shall:

- a. Place all rubbish and recycling in the dedicated bins in the rubbish area situated on the ground floor of the Building.
- b. Ensure that all rubbish is securely fastened so as to avoid any unpleasant odours escaping and contained in a leak-proof bag or receptacle.
- c. Not allow any waste, rubbish or litter to accumulate in their Unit or any Accessory Unit.
- d. Keep their Unit free of vermin, pests, rodents and insects; and
- e. Dispose of all rubbish and recycling hygienically and tidily.

20.3 An Owner or Occupier must not:

- a. Leave rubbish or recycling material or trade refuse or waste on the Common Property or Accessory Units of the Building 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 any Owner or Occupier. Where they do so the Owner must meet the cost of removing any rubbish and the cost of any cleaning required after removal of such rubbish.
- b. Deposit unwanted possessions on any part of the Common Property or Accessory Units. This applies to goods being collected by the Salvation Army and other agencies. All unwanted possession such as furniture, whiteware, computers, TVs, etc must be disposed of by the Owner or Occupier.
- c. Throw or allow to fall or permit 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 staircases, or off the balconies, or in the foyer, or from the roof or any passages or any accessways of the Building. Any damage or costs for cleaning or repair caused by such breach shall be borne by the Owner concerned.
- d. Spill any harmful liquid or substance on or in any part of the Building.

- e. Burn any rubbish anywhere in the Common Property, Accessory Units, Unit or Building.
- 20.4 The Body Corporate may remove anything stored on any part of the Building in contravention of the Rules and recover the cost of the removal and storage (if any) of such thing from the Owner and neither the Body Corporate nor any servant nor agent of the Body Corporate employed for such purpose shall be under any liability to any person for any damage resulting from the removal (or subsequent storage) of any such thing.

21. Powers and Duties of the Body Corporate

- 21.1 The Body Corporate shall insure and keep insured all buildings and other improvements on the Property to the Replacement Value, if available, against fire, earthquake, other damage to the Building and other such risks, as the Body Corporate may determine from time to time.
- 21.2 The Body Corporate shall obtain biennially a certificate of valuation for insurance purposes from a registered valuer for the purposes of assessing the Replacement Value referred to in 1.1 and 21.1 of these Rules.
- 21.3 The Body Corporate shall not be obliged or under any duty or responsibility to do or carry out any repairs, work or act which any Unit Owner is under a duty to do or carry out under these Rules or under the Act.
- 21.4 The Committee will consist of:
- 6 x owners of residential units
 - 1 x 501 owners' representative
 - 1 x owners' representative for the retail units

The Quorum will be 4 committee members.

22. Further Powers of the Body Corporate

- 22.1 The Body Corporate may enter into any agreement with an Owner or Occupier of a Unit for the provision of amenities or services by it to the Unit or to the Owner or Occupier or by the Owner or Occupier to the Body Corporate.
- 22.2 Where a Unit Owner or Occupier breaches any provisions of these Rules or any provision of the Act, then in accordance with section 127 of the Act, the Body Corporate may recover the whole of any fees, costs or expenditure incurred by the Body Corporate from the Unit Owner, including but not limited to recovery of penalty payments levied by the New Zealand Fire Service, and administration costs incurred by the Body Corporate in investigating or rectifying the breach.
- 22.3 Where an Owner or Occupier of a Unit commits multiple or continued breaches of these Rules or of the provisions of the Act (which may include, but is not limited to non-payment of levies), or continuously fails to meet a responsibility or carry out an action required to be carried out by that Owner under these Rules or by the Act, the Body Corporate may prescribe monetary payments (considered reasonable to impose having regard to the gravity of any particular breach) to be made to the Body Corporate by the Unit Owner.
- 22.4 Where a Unit Owner is obliged to do or carry out any repairs or works under the provisions of the Act or under these Rules and where such Unit Owner has failed to carry out the required repairs or works, the Body Corporate shall issue a notice to the Owner concerned requiring that the repairs or works are completed within a reasonable period.
- 22.5 If the notice referred to in Rule 22.4 is not complied with, the Body Corporate, without having any obligation, may carry out the required repairs or works, and charge to and recover from any defaulting Unit Owner all costs and expenses incurred.

23. Dispute Resolution

- 23.1 Each Unit Owner or Occupier and members of the Committee shall use their best endeavours to avoid disputes and shall at all times act in a manner which promotes harmony and cooperation among members of the Body Corporate and among the occupants of the Units. Each of them will actively, openly and in good faith discuss any dispute or difference arising out of and from these Rules or the provisions of the Act, with a view to a speedy resolution.

24. Operational Handbook

- 24.1 The Body Corporate may, subject to the provisions of the Act publish an Operational Handbook to assist Owners and Occupiers of Units with the running of the Building.

Appendix 1 - Supplementary record sheet

Computer identifier of new rules for Body Corporate 88925 dated 9 September 14.



SUPPLEMENTARY RECORD SHEET UNDER UNIT TITLES ACT 1972

Search Copy

Identifier WN56C/108
Land Registration District Wellington
Date Issued 07 April 2000
Plan Number DP 88925

Subdivision of
Lot 2 Deposited Plan 88023

Prior References
WN55C/601

Unit Titles Issued

WN56C/100	WN56C/101	WN56C/102	WN56C/103
WN56C/104	WN56C/105	WN56C/106	WN56C/107
WN56C/196	WN56C/59	WN56C/60	WN56C/61
WN56C/62	WN56C/63	WN56C/64	WN56C/65
WN56C/66	WN56C/67	WN56C/68	WN56C/69
WN56C/70	WN56C/71	WN56C/72	WN56C/73
WN56C/74	WN56C/75	WN56C/76	WN56C/77
WN56C/78	WN56C/79	WN56C/80	WN56C/81
WN56C/82	WN56C/83	WN56C/84	WN56C/85
WN56C/87	WN56C/88	WN56C/89	WN56C/90
WN56C/91	WN56C/92	WN56C/93	WN56C/94
WN56C/95	WN56C/96	WN56C/97	WN56C/98
WN56C/99	WN58B/452		

Interests

OWNERSHIP OF COMMON PROPERTY

Pursuant to Section 47 Unit Titles Act 2010 -

(a) the body corporate owns the common property and

(b) the owners of all the units are beneficially entitled to the common property as tenants in common in shares proportional to the ownership interest (or proposed ownership interest) in respect of their respective units.

The above memorial has been added to Supplementary Record Sheets issued under the Unit Titles Act 1972 to give effect to Section 47 of the Unit Titles Act 2010.

Appurtenant hereto is a party wall right created by Transfer 93888 - 20.3.1914 at 3.00 pm

Subject to a party wall right over part marked Y and Z on DP 88925 created by Deed of Easement 112398 (DR 206/236)

373055.1 Subject to conditions pursuant to Section 354 Local Government Act 1974. - 17.10.1980 at 9.46 am

Appurtenant hereto is a right of way and an encroachment right created by Court Order B598917.1 - 23.5.1997 at 3.14 pm

Appurtenant hereto is a right to light and air created by Transfer B777301.3 - 6.4.2000 at 11.05 am

B777600.5 Change of rules - 7.4.2000 at 2.30 pm

9825193.1 Notice of change of body corporate operational rules pursuant to Section 106 Unit Titles Act 2010 - 9.9.2014 at 2:38 pm