



View Instrument Details

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Status	Registered
Date & Time Lodged	24 Jul 2012 10:46
Lodged By	Nunns, Jamie Nicholas Callinicos
Instrument Type	Unit Titles Act 2010 - Notice/Change of Rules - s105 &106

Toitu te
Land whenua
Information
New Zealand



Affected Computer Registers	Land District
401813	Wellington

Annexure Schedule: Contains 17 Pages.

Signature

Signed by Jamie Nicholas Callinicos Nunns as Applicant Representative on 14/08/2012 11:38 AM

***** End of Report *****

**To: The District Land Registrar
Wellington Land Registry**

In the Matter of the Unit Titles Act 2010

and

In the Matter of notice by **Body Corporate
396210** of Change of Body
Corporate Operational Rules

**Notice of Change of Body Corporate
Operational Rules**

Notice of change of Body Corporate Operational Rules
Section 106, Unit Titles Act 2010

Unit Plan: Deposited Plan 396210

Body Corporate Number: Body Corporate 396210

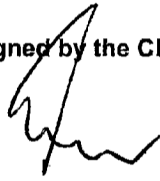
Supplementary Record Sheet: 401813

Notice

1. The Body Corporate gives notice that the Body Corporate Operational Rules are changed as specified in the First Schedule.
2. The changes have been made in accordance with an ordinary resolution at the body corporate general meeting held on 13 December 2011.
3. *

Dated this 10th day of July 2012

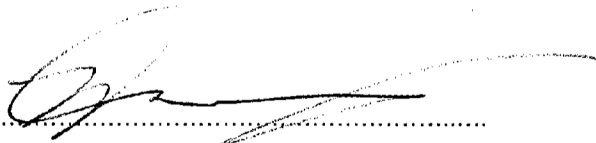
Signed by the Chairperson of the Body Corporate:



.....
 Graham Archer

*The Body Corporate has passed a special resolution pursuant to Section 221 of the Unit Titles Act 2010 that sections 105 and 106 of the Unit Titles Act 2010 apply from 13 December 2011.

Before me:



.....
 Witness Signature and Name (being a member of the committee of body corporate 396210)

McElroy Properties Limited - Kevin McElroy (Company Director) - Unit 6
 Manager

.....
 Witness Occupation

P.O. Box 33203 Petone, Lower Hutt

.....
 Witness Address

First Schedule

Gracefield Business Park - Body Corporate 396210

The Body Corporate Operational Rules are hereby added to and amended as follows:

1. Interpretation

1.1 In these Rules unless the context otherwise requires:

"the Act" means the Unit Titles Act 2010, any amendments made thereto and any Regulations made pursuant to the Unit Titles Act 2010;

"Accessory Unit" shall have ascribed the meaning in the Act;

"Amenities" in relation to any Unit or the Common Property means all electrical and plumbing equipment, drains, facilities and services forming part of or used in connection with the Unit or passing through or under the Common Property (as the case may require);

"Building" means the whole of the building or buildings comprising any part of the Principal Units, Accessory Units and Common Property as shown on the unit plan;

"Committee" means the Body Corporate committee established pursuant to Section 112 of the Act, or, if no Body Corporate committee is established, any reference to "Committee" means the "Body Corporate" (which shall have ascribed to it the meaning in the Act);

"Common Property" shall have ascribed to it the meaning in the Act;

"Expert" means an expert appointed in accordance with Rule 9.2;

"Land" means the land located at 50 Gracefield Road, Seaview, Lower Hutt, being the parcel of land legally described as Lot 1 on Deposited Plan 55312 being the base land which was subject to a Unit Title Subdivision pursuant to Deposited Plan 396210 (Wellington Registry);

"Occupiers" includes Proprietors, tenants, licensees and persons under the control of the same;

"Ordinary Resolution" shall have ascribed to it the meaning in the Act;

"Principal Unit" shall have ascribed to it the meaning in the Act;

"Proprietor" means the registered proprietor of a Unit and where relevant includes Occupier and persons under the control of a registered proprietor or Occupier;

"Rules" means and includes the rules contained in this Schedule and the rules contained in the body corporate operational rules prescribed pursuant to the Act, as amended from time to time by the Body Corporate;

"Special Resolution" shall have ascribed to it the meaning in the Act;

"Unit" shall have ascribed to it the meaning in the Act and in these Rules as depicted on the Unit Plan and shall where the context permits include Accessory Units of such units situated on the Land;

"Utility Interest" shall have ascribed to it the meaning in the Act;

"Working Day" means any other day of the week other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, Labour Day, New Zealand's Anniversary Day and the provincial anniversary day as issued at the place where the Building is situated; and
- (b) A day in the period commencing on the 24th day of December in any year and ending on the 5th day of January in the following year, both days inclusive.

A working day shall be deemed to commence at 9.00am and to terminate at 5.00pm.

- 1.2 The headings to Rules appear for ease of reference only and shall not affect their meaning or interpretation.

2. Duties of Proprietor

- 2.1 A Proprietor shall:

Allow Access

- (a) Permit the Body Corporate (or its agents or servants) at all reasonable hours (except in the case of emergency when entry can be at any time) to enter into and upon the Unit for any of the following purposes:
 - (i) Repairing, maintaining or cleaning the exterior of the Building; and
 - (ii) Investigating the cause of or deactivating any security alarm sounding in the Unit.

Maintain Unit

- (b) Maintain the Unit, including:
- (i) Keep all windows of the Unit clean and replace any windows, shutters or awnings which are broken or cracked with new glass or materials of the same pattern and of at least the same quality;
 - (ii) If the interior of the Unit is damaged or destroyed, repair and reinstate the interior of the Unit in a proper and workmanlike manner so as to ensure that no damage, harm or diminution in value shall ensue to the Common Property, exterior of the Building or any other Unit provided that nothing in this paragraph (ii) shall prejudice the right of any Proprietor in relation to any insurance policy effected by the Body Corporate or the application of the proceeds of such insurance;
 - (iii) Not carrying out any work within his or her Unit which is likely to impact on common services or reticulation of other Units, the exterior of the Building, or the Common Property of the Building, nor employ any contractor or workman for the purpose of repairing, altering or making good any part of the Unit or any other services, other than contractors or workmen approved by the Committee, or to perform any work in the Unit, except under the supervision and to the satisfaction of the Committee, which may specify conditions under which the work shall be done, **provided however** that nothing in this Rule shall be deemed to prevent any Proprietor or Occupier from employing an interior designer and related contractors for the purpose only of redesigning and re-fitting the interior of the Unit.
- (c) Not do any of the following work without the prior written consent of the Committee:
- (i) Make any alterations to the Amenities; or
 - (ii) Erect any television aerial, satellite dish, radio mast or antennae on the exterior of the Building; or
 - (iii) Paint, affix or display any signs, advertisements, notices, nameplates, posters, placards, banners or like matter lettering or other mark to or on any part of the Common Property of the Building.

Procure Compliance with Rules

- (d) Procure compliance with the Rules by the visitors, invitees, agents, servants or tenants and by the Occupiers of the Unit.

- (e) Not permit any auction sale, garage sale, or similar activity to be conducted or to take place in such a Unit or on the Common Property in the Building or upon the Land.

Security

- (f) Comply with any security system installed for the benefit of all or any of the Units.

Directions of the Committee

- (g) Comply with all reasonable directions of the Committee or its representatives to assist the Body Corporate to comply with statutory or regulatory requirements, including participating in trial evacuations.

2.2 A Proprietor shall not:

Roof

- (a) Access or procure persons under their control to access the roof without the consent of the Committee.

Common Property

- (b) Cause any loss, injury or damage to any part of the Common Property;
- (c) Obstruct or install or place anything on the Common Property or any area providing access to the Land.
- (d) Bring or permit to be brought onto the Common Property any vehicle or object which shall cause or be likely to cause damage to the surface of the Common Property, or to any improvements or Amenities on or under the Common Property.

Wheelchair Access Carpark

- (e) Park or permit any vehicle to be parked in the carpark designated for the use of vehicles crying a wheelchair without the consent of the Committee, such carpark to be set aside for use by visitors requesting wheelchair access.

3. Duties of the Body Corporate

- 3.1 The Body Corporate shall (in addition to any other duties imposed on it by the Act):

Maintain

- (a) Keep clean and in a state of good repair the exterior of the Units.

Repair and maintain

- (b) Repair and maintain all chattels, fixtures and fittings used or intended, adapted or designed for use in connection with the Common Property or enjoyment thereof;
- (c) Renew, replace, keep waterproof and maintain in a state of good and substantial repair the exterior of the Building (and in accordance with any historic classification of the Building) including the roof, windows and entrance and exit ways not forming part of any Unit. All work under this clause shall be deemed to be of equal value to the Units and section 126 of the Act shall be inapplicable.
- (d) Manage compliance with all fire safety regulations and requirements relevant to the Building.

Insurance

- (e) Effect and maintain public risk insurance for the Body Corporate for such amount as the Committee may determine.
- (f) Pay the premiums in respect of any policies of insurance effected by it.
- (g) Upon request produce to the Proprietor or mortgagee of any Unit or the agent authorised in writing of a Proprietor or mortgagee all policies of insurance effected by the Body Corporate and the receipt for the last premiums paid.

Comply and enforce

- (h) Except to the extent that any Proprietor is bound to do so in terms of section 80(1)(d) and (e) of the Act, comply with any notice or order duly served on it by any competent local authority or public body requiring repairs to or work to be performed in respect of the Land or any part of the Building or improvements thereon.
- (i) Subject to the Act, control, manage and administer the Common Property and do all things reasonably necessary for the enforcement of the Rules.
- (j) Do all things reasonably necessary for the enforcement of any contract of insurance entered into by it.

Manage Body Corporate

- (k) Cause minutes to be kept of general meetings of the Body Corporate including a record of all resolutions.

4. Powers of Body Corporate**4.1 The Body Corporate may:**

- (a) Establish and maintain an account at a bank or building society and nominate as signatories such persons (being not less than two (2)) as the Committee may from time to time determine;
- (b) Enter into any agreement with a Proprietor or Proprietors or an Occupier of any Unit for the provision of facilities or services;
- (c) Grant to any person any special privilege (not being a lease) in respect of any part of the Common Property, **provided that** this grant shall be determinable by Special Resolution and shall only be granted on that condition;
- (d) Employ for and on behalf of the Body Corporate such agents and servants as it thinks fit in connection with the control, management, and administration of the Common Property, and the exercise and performance of the powers and duties of the Body Corporate;
- (e) Settle and approve schemes for the exterior colour of the Units and the Common Property;
- (f) Maintain on the Land or in any place on the Buildings a directory of the Proprietors or Occupiers of each Unit;
- (g) Enter into contracts for the maintenance and upkeep of any air-conditioning and security systems serving the Units or the Common Property;
- (h) Recover the expenses incurred by the Body Corporate in taking any action or proceedings against a Proprietor as a result of the breach of any of these Rules by such Proprietor or Occupier;
- (i) Enter into a management agreement in respect of the management of the Common Property. Any such management agreement entered into by the Body Corporate must:
 - (i) be on commercial terms and conditions;
 - (ii) not have a term that extends beyond six (6) years from the date of commencement, **provided that** the manager may have up to

three (3) consecutive rights to extend the term of the management agreement for six (6) years each if the Body Corporate is satisfied that the manager has satisfactorily observed, performed and discharged its obligations under any such management agreement; and

- (iii) include a provision that allows the Body Corporate to terminate the agreement if the manager persistently breaches the terms of the agreement.

5. Use

- 5.1 Proprietors and Occupiers of the Units shall not use or permit their Unit to be used as a panelbeaters, spraypainters or cargroomers or such other similar use involving high numbers of vehicles without the prior written consent of the Committee, which the Committee may grant subject to conditions or refuse at its discretion. If consent is given, that consent may at any time be withdrawn, revoked or modified with or without the imposition of any conditions that the Committee may require.

- 5.2 Save as specified in clause 5.1, Proprietors and Occupiers of the Units may use or permit their Unit to be used for any purpose which is permitted under the local authority's district plan having regard to the zoning of the Land from time to time. If a Proprietor or Occupier wishes to use a Unit for other uses it shall first obtain the written consent of the Committee which shall not be unreasonably withheld or delayed. If consent is given that consent may at any time be withdrawn, revoked or modified with or without the imposition of any conditions that the Committee may reasonably require.

Obligations regarding use

- 5.3 A Proprietor shall not:
 - (a) Use or permit the use of the Unit for any purpose which may be illegal or injurious to the reputation of the Units (either singularly or collectively) or the other Proprietors (either singularly or collectively).
 - (b) Use or permit their Accessory Unit or the Common Property to be used in such a manner as unreasonably obstructs or interferes with the use and enjoyment thereof by any other Proprietor(s) or Occupier(s).
 - (c) Breach the requirements of any proposed or operative district plan relating to his or her Unit.

6. Committee**Committee**

- 6.1 The powers and duties generally of the Body Corporate shall be delegated to a Committee except as restricted by section 108(2) of the Act and subject to any restriction imposed or direction given at a meeting of the Body Corporate.

Casual vacancy

- 6.2 Any casual vacancy on the Committee may be filled by the remaining members of the Committee.

Quorum

- 6.3 The quorum necessary for the transaction of the business of the Committee may be fixed by the Committee.

Reduced Number of Members

- 6.4 If the number of Committee members is reduced below the number which would constitute a quorum, the remaining members may only act for the purpose of increasing the number of members to that number or of summoning a general meeting of the Body Corporate.

Proceedings and powers of Committee

- 6.5 Subject to any restriction imposed or direction given at a general meeting, the Committee may:
- (a) Meet for the conduct of business, adjourn and otherwise regulate its proceedings as it thinks fit, provided that it shall meet when any member of the Committee gives to the other members not less than seven (7) days notice of a meeting proposed by that member, specifying the reason for calling the meeting and the place of the meeting (which shall be one of the Units);
 - (b) From time to time elect one of its members to act as chairperson and convenor of the Committee;
 - (c) Whenever it thinks fit, convene an extraordinary general meeting of the Body Corporate;
 - (d) Manage the Common Property and have the power to;
 - (i) Remove any motor vehicle parked in breach of these Rules and recover the costs of any such removal from the Proprietor or Occupier who parked the vehicle or permitted the vehicle to be so parked; or

- (ii) Move any motor vehicle parked on an Accessory Unit or any part of the Common Property which blocks access to any part of the Common Property or to any other Accessory Unit to which the Committee or it's agent or servant requires immediate access to; or
- (iii) Remove anything installed or placed on the Common Property in breach of the Rules and recover the cost of any such removal from the Proprietor or other person who installed or placed such thing on the Common Property.

6.6 Any expenditure not being expenditure which the Body Corporate is legally obliged to expend under these Rules or the Act shall be referred to an annual general meeting or extraordinary general meeting of the Body Corporate for approval.

Duties of Committee

6.7 The Committee shall:

- (a) Keep minutes of its proceedings;
- (b) Prepare proper accounts relating to all money of the Body Corporate and its income and expenditure;
- (c) Cause such accounts to be audited unless the Proprietors by Special Resolution resolve that such audit is to be dispensed with;
- (d) Send a copy of the annual accounts to each Proprietor before each annual general meeting and present the accounts to such meeting;
- (e) On application by a Proprietor or mortgagee of a Unit, or any person authorised in writing by either of them, make the books of account available for inspection.

Accidental omissions

6.8 Except as provided in Rule 6.2, no act or proceeding of the Committee or of any person acting as a member of the Committee shall be invalidated in consequence of there being a vacancy in the number of the Committee at the time of that act or proceeding, or of the subsequent discovery that there was some defect in the election or appointment of any person so acting, or that he or she was incapable of being or had ceased to be a member of the Committee.

No Committee

6.9 Where there is no Committee:

- (a) Rules 6.1 – 6.7 (inclusive) shall not apply;
- (b) The powers, authorities and duties otherwise conferred or imposed on the Committee by these Rules shall be exercisable or carried out by the Body Corporate.

7. Differential Payment for Work

7.1 Where, in the opinion of the Body Corporate, work undertaken pursuant to section 138 of the Act and/or Rule 3.1(a) is substantially for the benefit of only one Unit, or is substantially for the benefit of some but not all of the Units, or benefits one or more of the Units substantially more than it benefits the other Units, the Body Corporate may determine the amount payable by the Proprietor(s) otherwise than in accordance with Utility Interest. The Body Corporate shall have regard to the relative values of the work and the relative benefits conferred. This Rule is subject to section 126 of the Act and shall not apply in any case to which that section applies.

8. Leases and Tenancies

- 8.1 The Proprietor of a Unit shall be entitled to lease his or her Unit but shall ensure compliance of the lessee with these Rules.
- 8.2 Parting with possession of the Unit shall not release any Proprietor from the obligation to ensure that Occupiers comply with these Rules nor shall it release any Proprietor from liability incurred under the same.

9. Dispute Resolution

9.1 All Proprietors and members of the Committee shall use their best endeavours to avoid disputes and each of them will actively, openly and in good faith discuss any dispute or difference arising out of and from these Rules with a view to a speedy resolution.

Expert determination

9.2 If any dispute remains unresolved the Proprietor(s) or the Committee (in this clause each of them shall be called "the parties") may refer the matter, by written notice to the other party, to Expert determination based on the procedures set out below:

- (a) the Expert, who must be a person with relevant experience having regard to the particular subject in dispute and shall be a person agreed on by the

parties. If the parties cannot agree on an Expert within five (5) Working Days of reference of the matter for determination by an Expert then the Expert shall be appointed by the President for the time being of the Wellington District Law Society or his or her nominee whose decision shall be final and binding on the disputing parties.

- (b) By accepting appointment the Expert:
 - (i) confirms that the appointment does not give rise to any conflict of interest or circumstance which is likely to lead to a presumption of bias; and
 - (ii) agrees to comply with the requirements placed on an appointee by this Rule.
- (c) if the Expert fails to act, or is or becomes incapable of acting, or dies, then any party may give notice to the other party(s) requiring a replacement Expert to be appointed. In such a case the appointment process in Rule 9.2(a) is to be used. If necessary, this provision for the appointment of a replacement Expert may be used on more than one occasion.
- (d) Within ten (10) Working Days of the Expert's appointment the parties must each provide the Expert with written submissions and with any relevant supporting material. As soon as the Expert has received all of the submissions the parties must exchange submissions and will have a further five (5) Working Days within which to make a further written submission. The Expert must then begin the determination promptly.
- (e) The Expert is to act as an Expert and not as an arbitrator. While being required to consider the written submissions of the parties and take them into account, the Expert may also:
 - (i) rely on his or her own knowledge, skill and experience in relation to the matters in dispute; and
 - (ii) make his or her own enquiries without reference to the parties.
- (f) The Expert may:
 - (i) arrange to meet with the parties either together or alone to discuss the dispute;
 - (ii) require the parties to provide such evidence as he or she considers necessary to determine the dispute;

- (iii) establish procedures and a timetable for the conduct of the determination to the extent that those matters are not already laid down in this Rule;
 - (iv) change any time constraints imposed on the disputing parties in these Rules upon request or otherwise impose time constraints not provided for in these Rules on the disputing parties.
 - (g) The Expert must give his or her determination as soon as practicable.
 - (h) The Expert must give his or her determination in writing, with reasons unless the parties mutually agree otherwise.
 - (i) The Expert may decide how the reasonable costs, fees and other expenses (including the solicitor/client costs) of the parties in relation to the determination are to be borne. But if the Expert makes no decision as to costs, the parties are to share them equally (with the exception of client/solicitor costs, each party is to bear their own).
 - (j) The parties agree to be bound by the Expert's determination except in the case where a Special Resolution of the Proprietors is required under the Act.
 - (k) The parties and the Expert agree in relation to all information disclosed to them, or coming to their knowledge in the course of the determination (including communications between them):
 - (i) to keep that information confidential; and
 - (ii) not to use that information for any purpose other than settling the dispute.
- 9.3 The parties do not intend appointment of an Expert pursuant to Rule 9.2 to have the effect of submission of a dispute to arbitration, and it shall not be treated as such, except to the extent that the Arbitration Act 1996 provides otherwise.
- 9.4 Where a dispute is to be referred, or already has been referred, to an Expert for determination the parties must continue to meet their respective obligations under these Rules as if no dispute had arisen.

Arbitration

- 9.5 Notwithstanding anything to the contrary set out above the parties shall be entitled to mutually agree to refer the matter to any other alternative dispute resolution mechanism mutually agreed upon or to revert to arbitration and the provisions of the Arbitration Act 1996.

10. Invalidity Saving

- 10.1 If it should be determined that a Rule or Rules contained in these Rules are invalid, void or unenforceable, all other provisions which are capable of separate enforcement without regard to an invalid, void or unenforceable provision are and will continue to be of full force and effect in accordance with their terms.

11. Body Corporate May Remedy Non-Compliance

- 11.1 If any Proprietor shall fail to comply with any Rule, then the Body Corporate may:

- (a) Carry out any work or do anything in its opinion necessary or expedient in order to remedy such non-compliance;
- (b) By its agents, servants and workmen enter upon the Unit for the foregoing purposes;
- (c) Recover from the Proprietor the amount expended by it in carrying out such work or doing such thing together with interest on such amount calculated from the date of expenditure until the date of payment at such rate as the Committee determines (being not more than ten (10) per centum per annum).

- 11.2 This Rule shall not limit any rights of the Body Corporate under the Act.

12. Further Duties of Proprietors

- 12.1 A Proprietor shall not:

Nuisance

- (a) Park or allow or cause any other person to park or place any vehicle or other obstruction on the Common Property other than in a place designated for the purpose by the Committee.
- (b) Cause or allow anything to be done in or to any Unit which may be or may become a fire hazard.
- (c) House or keep or allow to be kept any animals within any Unit for any period of time.

Exterior

- (d) Erect, install or affix to the exterior of the Unit shutters, blinds or awnings without the prior approval of the Committee;
- (e) Alter the appearance, surface, colour, decoration or design of the exterior of the Unit including but not limited to the affixing of signs;

- (f) Erect or hang curtains and/or blinds visible from the outside of the Building unless the backing visible from the outside of the Building is of such a colour and design as shall be approved by the Committee. A Proprietor or Occupier shall not replace such backing once approved by the Committee unless the replacement backing has also been approved by the Committee. In giving such approval the Committee shall ensure as far as practicable that the backing used in all Units presents a uniform and orderly appearance from the exterior of the Building.

13. Blockage of Pipes

- 13.1 A Proprietor shall not use toilets, drains or any other water related apparatus, appliances and fittings including waste masters, dishwashers, waste pipes and drains for any purpose other than that for which they were designed. A Proprietor shall not deposit any sweepings or rubbish or other unsuitable substances in the same.
- 13.2 The expense of repairing or cleaning any blockage to any of the Amenities where such damage has been caused by use other than normal domestic use, or use in a manner for which the particular Amenities have not been designed, shall be borne by the Proprietor of that Unit where such misuse arose or occurred.

14. Notice of Accident or Defects or Damage

- 14.1 A Proprietor shall give the Committee prompt notice of any accident to, defect in or damage to, the Amenities of or in any Unit or the Common Property.

15. Rubbish

- 15.1 A Proprietor shall:
 - (a) Keep the Unit free of any vermin, pests, rodents and insects;
 - (b) Not allow any waste, rubbish or litter to accumulate in or on the Unit or on the Common Property;
 - (c) Not burn any waste, rubbish or litter on the Land;
 - (d) Ensure that all rubbish is placed in the designated rubbish collection area(s).

16. Heavy Objects

- 16.1 A Proprietor of a Unit shall not bring into, nor permit to be brought into, the Unit or any Building of which the Unit forms a part of anything which does or is likely to impose or cause stress or strain which is likely to damage, weaken or cause any structural damage to or defect in the Unit or the Building.

17. No Dangerous Substances

- 17.1 Proprietors or Occupiers shall not bring to, do or keep anything in their Unit which shall increase the rate of fire insurance on the Building or any property on the Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the Building or any property on the Land or the regulations or ordinances of any public authority for the time being in force.
- 17.2 Proprietors or Occupiers shall not use any chemicals, burning fluids, acetylene, gas or alcohol in lighting or heating their Units, nor in any other way cause or increase the risk of fire or explosion in their Unit.

18. Emergency Contact

- 18.1 If the address and telephone number of a Proprietor of a Unit is different from that of or in the Unit, then the Proprietor shall provide the Body Corporate with the Proprietor's address and telephone number.

19. Schemes

- 19.1 The Body Corporate may:
- (a) Establish, administer and enforce any schemes for the management, operation and control of rubbish disposal, security and alarm systems, fire fighting and evacuation procedures, air-conditioning, lifts, and similar facilities;
 - (b) Make rules or regulations for the foregoing purposes.
- 19.2 Each Proprietor shall comply with any such scheme, rules and regulations.

20. Deposit of Key

- 20.1 A Proprietor shall deposit with the secretary or with a person appointed by the secretary a key to the Unit for the purposes of enabling access to the Unit under Rule 2.1(a).

21. Burglar Alarms

- 21.1 A Proprietor shall take reasonable precautions to ensure that burglar alarms are not activated unnecessarily or so as to cause disturbance or inconvenience to the Proprietors or Occupiers of other Units.

22. Water

Proprietors and Occupiers shall not waste water and shall ensure that all water taps in his or her Unit are promptly turned off after use.



DISCLOSURE STATEMENT

1. The following information has been supplied to Capital Commercial (2013) Limited ("Bayleys") to be made available for distribution on the vendor's behalf to potential purchasers to assist purchasers with their due diligence and to use at the purchaser's discretion.
2. Bayleys and the Vendor do not warrant the accuracy or completeness of the information and recommends that all recipients undertake their own due diligence, obtain their own reports to their satisfaction and seek independent advice prior to committing to purchaser.