Rules of Body Corporate Number: 618815

1. Interpretation of Terms, and Rules Binding on Owners

a) Terms defined by 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 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.

d) Owners will be responsible for the acts and omissions of any employees, agents, invitees, customers, licensees and tenants.

2. Emergency Contact Details

An Owner of a unit must advise the Body Corporate (or its appointed manager) of the Owner's contact address, email and telephone number, or if the Owner is not an individual, of the contact address, email and telephone number of the person responsible for the affairs of the (non-individual) Owner, and any Owner of a unit shall keep the Body Corporate promptly informed of any change in their address, email or telephone number.

3. Interference and obstruction of construction

An Owner of a unit must not:

a) interfere with the reasonable use or enjoyment of the common property by other owners and/or any other unit by other owners;

b) place containers on the common property without having obtained the prior written consent of the Body Corporate (which consent may be withdrawn at any time);

c) obstruct any lawful use of the common property by other owners;

d) use any unit and/or the common property in a manner which may interfere with the general management of the unit title development;

e) use any unit for any purpose which may be illegal or injurious to the reputation of the unit title development and/or the owners that comprise the unit title development;

f) restrict any light or air in any unit or common property, or obstruct or cover any windows, sky lights, lights, or other means of illumination of any unit or the common property;

g) construct a mezzanine floor in the interior of any unit where one does not exist.

4. Damage to Common Property

An Owner of a unit must not:

a) damage or deface the common property.

b) drive, operate or use, or permit to be driven, operated or used, any vehicle or machinery on the common property of a size and weight that is likely to cause damage to the common property. Any such damage caused or contributed to shall be paid for by the Owner responsible.

5. Regulations

An Owner of a unit shall observe and comply with any regulations adopted by the Body Corporate relating to the control, management, security, safety, care, operation, cleanliness and use of the unit and the common property.

6. 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, assets or improvements set by the Body Corporate from time to time. If any Owner causes or permits any damage, loss or cost(s) to be incurred due to misuse or negligence of these items, that owner shall be liable for and pay for any such damage, loss or cost(s).

b) Where an Owner uses the common property for the purpose of parking, cleaning and/or washing down any motor vehicle, boat, watercraft and/or trailer, the Owner shall without delay clean to a reasonable standard any area of the common property which has as a result been left unkept, untidy and/or visually unpleasing; for example (but not limited to), the removal of the presence of mud, dirt or oil stains.

7. Use of Unit to be Regulatory Compliant & Disallowed Activities

Any Owner of a unit shall not use and/or permit the use of any unit and/or the common property for any purpose(s):

a) other than a use permitted by the local authority in accordance with its District Plan as well as ensure that the use of the Unit is at all times in strict

accordance with the regulations, bylaws and zoning provisions of the local authority and the Resource Management Act 1991; and

b) at all times does not include commercial activities in connection with the repair of motor vehicles or any form of engineering machinery.

c) an Owner must not store any Lithium-Ion batteries inside any unit or on the Common Property.

8. Access and Parking

a) Any part of the common property that is used as an entrance or access way to the unit title development and any easement area giving access to the unit title development shall not be used by any Owner for any other purpose than for entering or leaving the unit title development. This does not prevent an Owner from using such areas for the purpose of loading or unloading vehicles in connection with the legitimate use of a unit to the extent that such activity does not interfere with the reasonable use of the common property by other Owners.

b) 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.

c) The Body Corporate may remove any vehicle from the unit title development if, after requesting the vehicle be removed, it remains and is parked in a manner which is blocking access to another unit or preventing access to or movement over the common property. Any removal will be at the expense of the owner of the vehicle concerned, and the Body Corporate will not be liable for any resulting damage, loss or cost(s).

9. Aerial, 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 to any area of the 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.

10. Signs, Notices, Advertising and Promotion

a) An Owner of a unit is entitled to the placement of signage on the exterior part of their unit but only after obtaining the written consent of the Body Corporate and which signage area can only be adjusted on the written authority of the Body Corporate whose decision shall be final.

b) 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 other external part of any other unit of which they are not the Owner.

c) An Owner of a unit must not display any temporary or mobile signage, including but not limited to sandwich boards and portable banners ("temporary signage") at any time other than during the opening hours of the business operating from a unit, and must not display any temporary signage on the common property without the prior written consent of the Body Corporate.

d) An Owner of a unit must not display any goods or services on the common property or use the common property for any business, promotional or commercial purpose without the prior written consent of the Body Corporate,

e) An Owner of a unit must maintain and keep clean to the satisfaction of the Body Corporate any signs which that Owner fixes to or erects on the exterior of a unit and/or places on the common property (i.e. having obtained the prior written consent of the Body Corporate).

11. Alterations to Exterior

a) An Owner must not mark, paint, drive nails or screw or the like into, or otherwise damage or deface any structure that forms part of the exterior of a unit or the common property except with the prior written consent of the Body Corporate (which consent may be withdrawn at any time).

12. 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 and workmanlike manner.

13. Rubbish and Pest Control

An Owner of a unit:

a) must not leave rubbish, recycling material, trade refuse or waste, dirt or other material on the common property or in/on any unit 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 and ensure such disposal does not adversely affect the health, hygiene or comfort of other owners;

c) must not burn rubbish anywhere on the common property or in any unit; and

d) shall keep the unit free of vermin, pests, rodents and insects.

14. Cleaning

An Owner of a unit must ensure the unit is kept clean at all times.

15. 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.

16. Security and Ventilation Equipment

An Owner of a unit shall always comply with the operating and maintenance instructions of any security, fire alarm, air conditioning or ventilation equipment in the unit. When a unit is being physically used or occupied by an Owner, the roller shutter door is not to be completely closed in order to comply with fire safety regulations.

17. Floor Coverings

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.

18. Noise, Behaviour and Conduct

Other than any acceptable noise, behaviour and/or conduct associated with an Owner's permitted use of a unit, 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 reasonable use and enjoyment of the unit title development by other Owners.

19. Pets

An Owner of a unit must not bring or keep any animal or pet in any unit or on to the common property.

20. Security

a) The Body Corporate will install and maintain a security system (with or without alarms) and electronic or mechanical gates for access to the common property and the units and will provide every Owner with access cards, keys, locks or access codes as necessary to operate the security system or gates. The Body Corporate shall charge each owner for the issue and replacement of access cards, keys or locks to operate the security system or gates.

b) An Owner will be responsible for the costs of any special callout or other similar charge levied by any security or alarm service provider in respect of any incident affecting their unit.

c) An Owner of a unit must:

i. 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;

ii. 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 tenants of the unit to which the security cards, security keys or security codes relates;

iii. not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a unit or common property; and

iv. notify the Body Corporate as soon as reasonably practicable if rules 20(ii) or (iii) are breached.

21. 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 the common property, and any such damaged caused or contributed to shall be paid for by the Owner responsible.

22. Storm Water Flow

Each Owner recognises the potential for the flow of storm water from time to time from downpipes over common property to drainage sumps and each Owner accepts the consequences of the same.

23. Hazards, Insurance and Fire Safety

An Owner of a unit may only bring unto, use, store, or do, in a unit anything that creates a hazard if:

a) the prior written consent of the Body Corporate is obtained.

b) the Owner complies at all times with the Body Corporate insurance policy for the unit title development, any enactment or rule of law relating to fire, insurance, dangerous goods or hazardous substances, and any legal or regulatory requirements of any Local or Territorial Authority; and

c) It does not affect the operation of fire safety devices and equipment or reduce the level of fire safety in the unit title development.

24. Emergency Evacuation Drills and Procedures

An Owner of a unit must cooperate with the Body Corporate during any emergency evacuation drill and must observe and comply with all emergency evacuation procedures.

25. 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.

26. Remedy of Defects

The Body Corporate has the authority to make such repairs or renovations as the Body Corporate considers necessary for the safety and preservation of the units and the common property (or, in an emergency, such repairs or renovations as the Body corporate considers necessary). The Body Corporate will be entitled to recover the costs of the repairs or renovations from an Owner if the act or neglect of an Owner necessitated the repairs and renovations.

27. Leasing a Unit

An Owner of a unit must:

a) provide a full copy of these rules and a full copy of all future amendments to these rules, to any tenant, lessee or occupier of the unit; and

b) provide the Body Corporate with written notice of the full name, telephone number, email address and address for service for the purposes of the Act for the Owner and for all tenants, lessees or occupants of the unit, and promptly notify the Body corporate in writing of any changes to such details.

28. Use of Plumbing

a) An Owner must not use for any purpose other than the purpose for which they were constructed the toilets, wash basins, sinks, dishwashers, wastemasters, and any other apparatus or equipment attached to the water supply or drainage system and all supply or wastewater drains. The responsibility for any damage or loss caused or cost of repair incurred or caused by misuse or negligence shall be borne by the Owner of the unit in which the misuse or negligence occurred.

b) An Owner shall not waste water unnecessarily and shall ensure that all taps in the unit and common property are turned off after use.

29. Powers of Body Corporate: The Body Corporate may:

a) **Rights Over Common Property**: grant to an Owner or to anyone claiming through an Owner any special privilege in respect of the enjoyment of part of the parts of the Common Property provided that any such grant shall:

i. be determinable by special resolution; and

ii. not be inconsistent or conflict with any lease or easement affecting any part of the Common Property granted by all owners in accordance with the Act.

b) **Professional Services Agreement**: enter into any agreement with any service professional (including but not limited to administrative/secretarial professionals) for a fixed period of time, for the carrying out and management of Body Corporate duties at such remuneration and upon such terms and conditions as the Body Corporate may approve.

c) **Agreement for Common Property**: enter into any agreement with a third party for the maintenance or repair of the common property or any systems or services which are over, on or connected to the common property.

d) **Recover funds Spent to Rectify Breach**: where the Body Corporate spends money as a result of a breach of the Act or of these Rules by any Owner, the Body Corporate shall be entitled to recover the amount so spent, together with interest thereon as a debt in any action in any court or competent jurisdiction from the Owner together with the Body Corporate's legal costs (on a solicitor/client basis) .

e) **Non-payment of levies**: The Body Corporate will deactivate access cards, access codes or confiscate keys provided to an Owner in the event the Owner has failed to pay any contribution levied under section 121 of the Act and that contribution has not been paid within 60 days of such contribution having been levied by the Body Corporate. In addition, the Body Corporate will charge an Owner all legal expenses together with legal expenses on a solicitor/client basis and any other disbursements or payments made by the Body Corporate in seeking recovery of contributions or money payable and properly charged under the Act and these rules.

Limitation on Use of Common Property Carparks

1. **Carpark Usage Restriction**

   There are twenty-three (23) marked carparks located on the Common Property. A unit owner or occupier may utilise a maximum of **three (3) carparks** at any one time, subject to availability and any designation made by the Body Corporate.

2. **Designation and Consent**

   Carparks on the common property must be **designated for parking use** by the Body Corporate or used with the **express written consent** of the Body Corporate. Use beyond the permitted three (3) carparks is strictly prohibited unless otherwise authorised in writing.

3. **Specific Carparks**

   Carparks on the Common Property marked 20 to 23 inclusive have services running underneath and therefore these carparks must be able to be kept clear at the direction of the Body Corporate.

4. **No Exclusive Rights**

   Use of common property carparks does **not confer exclusive rights** or ownership. The Body Corporate retains full control over allocation, access, and management of all common property carparks.

5. **Enforcement and Breach**

   Breach of this clause may result in penalties as determined by the Body Corporate, including but not limited to revocation of parking privileges and recovery of costs associated with enforcement.

Rules of Body Corporate Number: 618815

1. Interpretation of Terms, and Rules Binding on Owners

a) Terms defined by 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 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.

d) Owners will be responsible for the acts and omissions of any employees, agents, invitees, customers, licensees and tenants.

2. Emergency Contact Details

An Owner of a unit must advise the Body Corporate (or its appointed manager) of the Owner's contact address, email and telephone number, or if the Owner is not an individual, of the contact address, email and telephone number of the person responsible for the affairs of the (non-individual) Owner, and any Owner of a unit shall keep the Body Corporate promptly informed of any change in their address, email or telephone number.

3. Interference and obstruction of construction

An Owner of a unit must not:

a) interfere with the reasonable use or enjoyment of the common property by other owners and/or any other unit by other owners;

b) place containers on the common property without having obtained the prior written consent of the Body Corporate (which consent may be withdrawn at any time);

c) obstruct any lawful use of the common property by other owners;

d) use any unit and/or the common property in a manner which may interfere with the general management of the unit title development;

e) use any unit for any purpose which may be illegal or injurious to the reputation of the unit title development and/or the owners that comprise the unit title development;

f) restrict any light or air in any unit or common property, or obstruct or cover any windows, sky lights, lights, or other means of illumination of any unit or the common property;

g) construct a mezzanine floor in the interior of any unit where one does not exist.

4. Damage to Common Property

An Owner of a unit must not:

a) damage or deface the common property.

b) drive, operate or use, or permit to be driven, operated or used, any vehicle or machinery on the common property of a size and weight that is likely to cause damage to the common property. Any such damage caused or contributed to shall be paid for by the Owner responsible.

5. Regulations

An Owner of a unit shall observe and comply with any regulations adopted by the Body Corporate relating to the control, management, security, safety, care, operation, cleanliness and use of the unit and the common property.

6. 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, assets or improvements set by the Body Corporate from time to time. If any Owner causes or permits any damage, loss or cost(s) to be incurred due to misuse or negligence of these items, that owner shall be liable for and pay for any such damage, loss or cost(s).

b) Where an Owner uses the common property for the purpose of parking, cleaning and/or washing down any motor vehicle, boat, watercraft and/or trailer, the Owner shall without delay clean to a reasonable standard any area of the common property which has as a result been left unkept, untidy and/or visually unpleasing; for example (but not limited to), the removal of the presence of mud, dirt or oil stains.

7. Use of Unit to be Regulatory Compliant & Disallowed Activities

Any Owner of a unit shall not use and/or permit the use of any unit and/or the common property for any purpose(s):

a) other than a use permitted by the local authority in accordance with its District Plan as well as ensure that the use of the Unit is at all times in strict

accordance with the regulations, bylaws and zoning provisions of the local authority and the Resource Management Act 1991; and

b) at all times does not include commercial activities in connection with the repair of motor vehicles or any form of engineering machinery.

c) an Owner must not store any Lithium-Ion batteries inside any unit or on the Common Property.

8. Access and Parking

a) Any part of the common property that is used as an entrance or access way to the unit title development and any easement area giving access to the unit title development shall not be used by any Owner for any other purpose than for entering or leaving the unit title development. This does not prevent an Owner from using such areas for the purpose of loading or unloading vehicles in connection with the legitimate use of a unit to the extent that such activity does not interfere with the reasonable use of the common property by other Owners.

b) 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.

c) The Body Corporate may remove any vehicle from the unit title development if, after requesting the vehicle be removed, it remains and is parked in a manner which is blocking access to another unit or preventing access to or movement over the common property. Any removal will be at the expense of the owner of the vehicle concerned, and the Body Corporate will not be liable for any resulting damage, loss or cost(s).

9. Aerial, 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 to any area of the 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.

10. Signs, Notices, Advertising and Promotion

a) An Owner of a unit is entitled to the placement of signage on the exterior part of their unit but only after obtaining the written consent of the Body Corporate and which signage area can only be adjusted on the written authority of the Body Corporate whose decision shall be final.

b) 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 other external part of any other unit of which they are not the Owner.

c) An Owner of a unit must not display any temporary or mobile signage, including but not limited to sandwich boards and portable banners ("temporary signage") at any time other than during the opening hours of the business operating from a unit, and must not display any temporary signage on the common property without the prior written consent of the Body Corporate.

d) An Owner of a unit must not display any goods or services on the common property or use the common property for any business, promotional or commercial purpose without the prior written consent of the Body Corporate,

e) An Owner of a unit must maintain and keep clean to the satisfaction of the Body Corporate any signs which that Owner fixes to or erects on the exterior of a unit and/or places on the common property (i.e. having obtained the prior written consent of the Body Corporate).

11. Alterations to Exterior

a) An Owner must not mark, paint, drive nails or screw or the like into, or otherwise damage or deface any structure that forms part of the exterior of a unit or the common property except with the prior written consent of the Body Corporate (which consent may be withdrawn at any time).

12. 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 and workmanlike manner.

13. Rubbish and Pest Control

An Owner of a unit:

a) must not leave rubbish, recycling material, trade refuse or waste, dirt or other material on the common property or in/on any unit 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 and ensure such disposal does not adversely affect the health, hygiene or comfort of other owners;

c) must not burn rubbish anywhere on the common property or in any unit; and

d) shall keep the unit free of vermin, pests, rodents and insects.

14. Cleaning

An Owner of a unit must ensure the unit is kept clean at all times.

15. 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.

16. Security and Ventilation Equipment

An Owner of a unit shall always comply with the operating and maintenance instructions of any security, fire alarm, air conditioning or ventilation equipment in the unit. When a unit is being physically used or occupied by an Owner, the roller shutter door is not to be completely closed in order to comply with fire safety regulations.

17. Floor Coverings

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.

18. Noise, Behaviour and Conduct

Other than any acceptable noise, behaviour and/or conduct associated with an Owner's permitted use of a unit, 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 reasonable use and enjoyment of the unit title development by other Owners.

19. Pets

An Owner of a unit must not bring or keep any animal or pet in any unit or on to the common property.

20. Security

a) The Body Corporate will install and maintain a security system (with or without alarms) and electronic or mechanical gates for access to the common property and the units and will provide every Owner with access cards, keys, locks or access codes as necessary to operate the security system or gates. The Body Corporate shall charge each owner for the issue and replacement of access cards, keys or locks to operate the security system or gates.

b) An Owner will be responsible for the costs of any special callout or other similar charge levied by any security or alarm service provider in respect of any incident affecting their unit.

c) An Owner of a unit must:

i. 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;

ii. 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 tenants of the unit to which the security cards, security keys or security codes relates;

iii. not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a unit or common property; and

iv. notify the Body Corporate as soon as reasonably practicable if rules 20(ii) or (iii) are breached.

21. 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 the common property, and any such damaged caused or contributed to shall be paid for by the Owner responsible.

22. Storm Water Flow

Each Owner recognises the potential for the flow of storm water from time to time from downpipes over common property to drainage sumps and each Owner accepts the consequences of the same.

23. Hazards, Insurance and Fire Safety

An Owner of a unit may only bring unto, use, store, or do, in a unit anything that creates a hazard if:

a) the prior written consent of the Body Corporate is obtained.

b) the Owner complies at all times with the Body Corporate insurance policy for the unit title development, any enactment or rule of law relating to fire, insurance, dangerous goods or hazardous substances, and any legal or regulatory requirements of any Local or Territorial Authority; and

c) It does not affect the operation of fire safety devices and equipment or reduce the level of fire safety in the unit title development.

24. Emergency Evacuation Drills and Procedures

An Owner of a unit must cooperate with the Body Corporate during any emergency evacuation drill and must observe and comply with all emergency evacuation procedures.

25. 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.

26. Remedy of Defects

The Body Corporate has the authority to make such repairs or renovations as the Body Corporate considers necessary for the safety and preservation of the units and the common property (or, in an emergency, such repairs or renovations as the Body corporate considers necessary). The Body Corporate will be entitled to recover the costs of the repairs or renovations from an Owner if the act or neglect of an Owner necessitated the repairs and renovations.

27. Leasing a Unit

An Owner of a unit must:

a) provide a full copy of these rules and a full copy of all future amendments to these rules, to any tenant, lessee or occupier of the unit; and

b) provide the Body Corporate with written notice of the full name, telephone number, email address and address for service for the purposes of the Act for the Owner and for all tenants, lessees or occupants of the unit, and promptly notify the Body corporate in writing of any changes to such details.

28. Use of Plumbing

a) An Owner must not use for any purpose other than the purpose for which they were constructed the toilets, wash basins, sinks, dishwashers, wastemasters, and any other apparatus or equipment attached to the water supply or drainage system and all supply or wastewater drains. The responsibility for any damage or loss caused or cost of repair incurred or caused by misuse or negligence shall be borne by the Owner of the unit in which the misuse or negligence occurred.

b) An Owner shall not waste water unnecessarily and shall ensure that all taps in the unit and common property are turned off after use.

29. Powers of Body Corporate: The Body Corporate may:

a) **Rights Over Common Property**: grant to an Owner or to anyone claiming through an Owner any special privilege in respect of the enjoyment of part of the parts of the Common Property provided that any such grant shall:

i. be determinable by special resolution; and

ii. not be inconsistent or conflict with any lease or easement affecting any part of the Common Property granted by all owners in accordance with the Act.

b) **Professional Services Agreement**: enter into any agreement with any service professional (including but not limited to administrative/secretarial professionals) for a fixed period of time, for the carrying out and management of Body Corporate duties at such remuneration and upon such terms and conditions as the Body Corporate may approve.

c) **Agreement for Common Property**: enter into any agreement with a third party for the maintenance or repair of the common property or any systems or services which are over, on or connected to the common property.

d) **Recover funds Spent to Rectify Breach**: where the Body Corporate spends money as a result of a breach of the Act or of these Rules by any Owner, the Body Corporate shall be entitled to recover the amount so spent, together with interest thereon as a debt in any action in any court or competent jurisdiction from the Owner together with the Body Corporate's legal costs (on a solicitor/client basis) .

e) **Non-payment of levies**: The Body Corporate will deactivate access cards, access codes or confiscate keys provided to an Owner in the event the Owner has failed to pay any contribution levied under section 121 of the Act and that contribution has not been paid within 60 days of such contribution having been levied by the Body Corporate. In addition, the Body Corporate will charge an Owner all legal expenses together with legal expenses on a solicitor/client basis and any other disbursements or payments made by the Body Corporate in seeking recovery of contributions or money payable and properly charged under the Act and these rules.

Limitation on Use of Common Property Carparks

1. **Carpark Usage Restriction**

   There are twenty-three (23) marked carparks located on the Common Property as per the attached Carpark Plan. A unit owner or occupier may utilise a maximum of **three (3) carparks** at any one time, subject to availability and any designation made by the Body Corporate.

2. **Designation and Consent**

   Carparks on the common property must be **designated for parking use** by the Body Corporate or used with the **express written consent** of the Body Corporate. Use beyond the permitted three (3) carparks is strictly prohibited unless otherwise authorised in writing.

3. **Specific Carparks**

   Carparks on the Common Property marked 20 to 23 inclusive have services running underneath and therefore these carparks must be able to be kept clear at the direction of the Body Corporate.

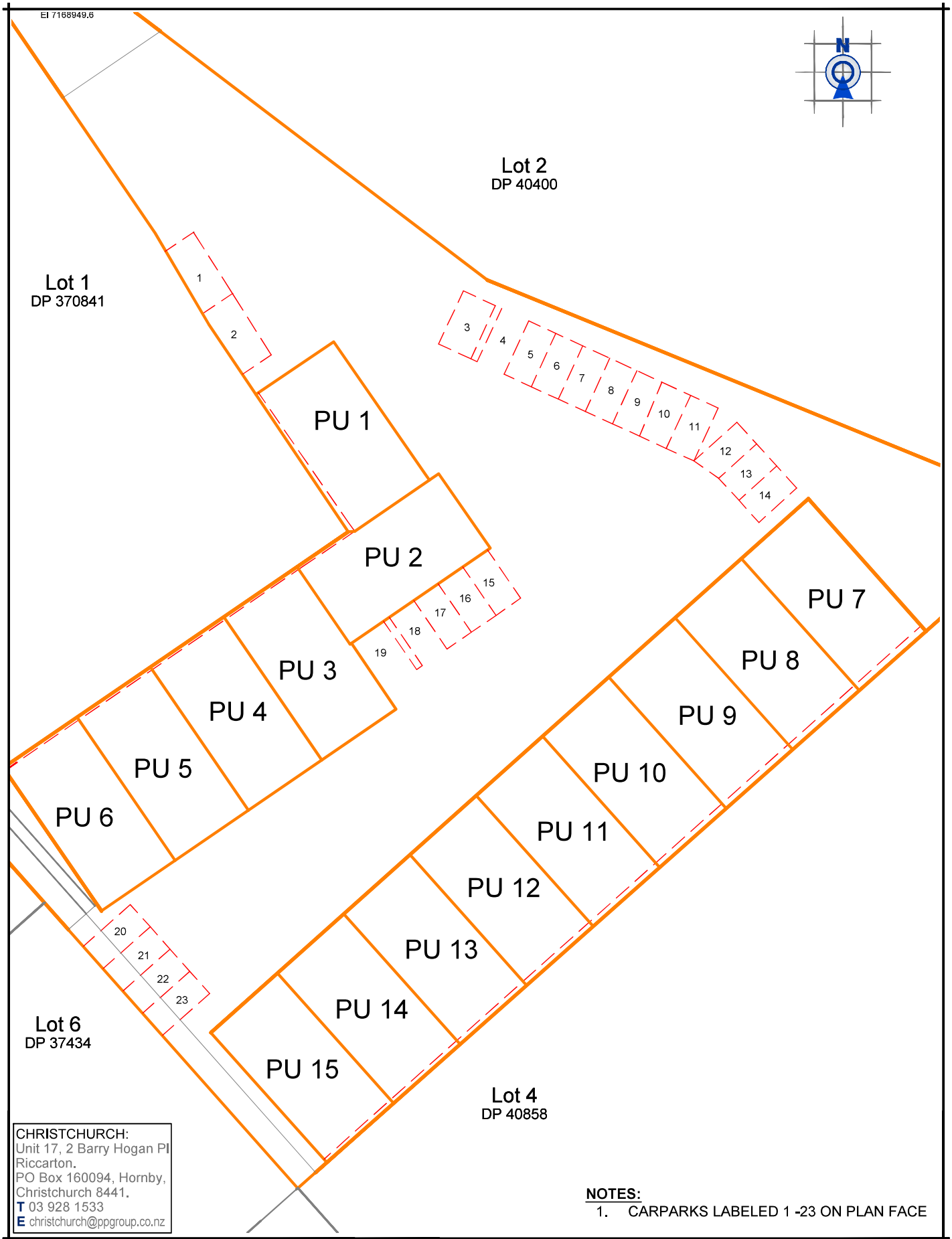
4. **No Exclusive Rights**

   Use of common property carparks does **not confer exclusive rights** or ownership. The Body Corporate retains full control over allocation, access, and management of all common property carparks.

5. **Enforcement and Breach**

   Breach of this clause may result in penalties as determined by the Body Corporate, including but not limited to revocation of parking privileges and recovery of costs associated with enforcement.

EI 7168949.6



CHRISTCHURCH:
Unit 17, 2 Barry Hogan Pl
Riccarton.
PO Box 160094, Hornby,
Christchurch 8441.
T 03 928 1533
E christchurch@ppgroup.co.nz

NOTES:

1. CARPARKS LABELED 1 -23 ON PLAN FACE

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CARPARK PLAN

Job Ref:	Date Created:
P240676	17/06/2025
Sheet: Sheet 1 of 1	Scale: 1 : 400

Territorial Authority	Land District
Christchurch City Council	Canterbury

PLOT DATE: 17 June, 2025 - 4:12 PM BY: Cory Crawford