

BODY CORPORATE RULES - BC No. 584698 GLOUCESTER GREEN, CHRISTCHURCH

The Unit Titles Act 2010

BODY CORPORATE OPERATIONAL RULES

The body corporate rules set out in the First Schedule to the Unit Titles Regulations 2011 are added to by the following rules.

1 FURTHER OPERATIONAL RULES

1.1 Definitions:

In these Rules, unless the context otherwise requires:

Accessory Unit means an accessory unit on the Unit Plan.

Act means the Unit Titles Act 2010 and includes any statutory modification or re-enactment of that Act.

Body Corporate means Body Corporate Number 584698 (Canterbury Land Registry).

Building means the building on the Land.

Common Property means the common property comprised in the Unit Plan.

Council means Christchurch City Council.

Gloucester Green means the development of homes and Common Property shown on the Unit Plan.

Land means the land which is the subject of the Unit Plan.

Manager means any manager appointed under rule 2.3.

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 and the employees, agents, invitees, customers, licensees and tenants of all owners and occupiers of Units, unless the context otherwise requires.

Regulations means the Unit Titles Regulations 2011.

Rules means the rules contained in the First Schedule to the Regulations, these rules, and amendments made to these rules from time to time.

Small Domestic Animal means a dog, cat or bird whose actual or anticipated adult height, when measured from the floor to the top of shoulder of such animal is less than 45 centimetres.

Unit Plan means unit plan number 584698 (Canterbury Land Registry).

Unit means one of the principal units 1- 120 on the Unit Plan, and:

- a) unless the context otherwise requires, includes all Accessory Units attached to that unit;

- b) in relation to any Owner or occupier, means the unit owned or occupied by that Owner or occupier.

1.2 Interpretation:

- a) Words importing the singular or plural include the plural and singular respectively.
- b) Headings are inserted for the sake of convenience and ease of reference only. They do not form part of the text and will not affect the construction or interpretation of these Rules.

2 POWERS AND DUTIES OF THE BODY CORPORATE:

- 2.1 Exterior painting:** The Body Corporate will apply paint or protective coatings to the exterior of any Unit from time to time if the condition so requires. Any costs incurred may be levied upon the Owner of the Unit and will be payable by that Owner:
- 2.2 Warrant of fitness:** Where the building on the land has a compliance schedule issued under section 100 of the Building Act 2004 that relates to any service or system contained wholly or partly in the Common Property or on the exterior of the building, the Body Corporate will be responsible for the issue of annual warrant of fitness for the building as required under section 108 of the Building Act 2004. The cost of compliance with section 108 of the Building Act will be a cost for which the Body Corporate will be entitled to levy each Owner as provided for the Act.
- 2.3 Manager:** The Body Corporate may by ordinary resolution enter into any agreement with a manager (whether or not incorporated) for a fixed period of time for the carrying out and management of the duties of the Body Corporate at such remuneration and upon such terms and conditions as it may approve.
- 2.4 Colour schemes and landscaping:** The Body Corporate may settle and approved schemes for the exterior colour and landscaping of the Units and for signs to be erected or painted on the Common Property.
- 2.5 Approval level of expenditure:** Any expenditure of over \$10,000.00, not being expenditure which the Body Corporate is legally obliged or previously authorized to incur, will be referred to a general meeting.

3 AN OWNER OR OCCUPIER OF ANY UNIT SHALL NOT

3.1 Purposes:

- a) Use any unit for any purpose which is illegal or may be injurious to the reputation of the building.
- b) Use the unit or permit it to be used in such manner or for such purpose as to cause damage or a nuisance or annoyance or disturbance to any occupier of any unit (whether an Owner or not) or to the family or any visitor of any such occupier.

- 3.2 Noise:** Create any noise likely to interfere with the peaceful enjoyment of the Owner or occupier of any other unit or of any person lawfully using the common property:

3.3 Pets:

- a) Keep any animals, birds or pets in the Unit unless the Owner has:
 - i) in the case of a Small Domestic Animal, provided the Body Corporate or the Manager with a signed Automatically Permitted Animal Consent (at Annexure One); or
 - ii) for all other domestic animals provided the Body Corporate or the Manager with a signed Application for Animal Consent (at Annexure Two) and received the consent in writing of the Body Corporate.
- b) Alter any part of the Unit or Common Property to provide for a cat flap or similar point of entry and egress for any pet into any Common Property.

3.4 Common Property:

- a) Use the common property in such a manner as unreasonably to interfere with the use and enjoyment thereof by any occupier of any unit (whether an Owner or not) or by the family or any visitor of any such occupier.
- b) Except with the consent of the body corporate, which consent may be withdrawn at any time, use or store upon the unit or the common property anything that may create a fire hazard, or which increases the cost of fire insurance on the building of which the unit forms part, or which may contravene the fire regulations, or the rules, regulations, ordinances or bylaws of any authority having jurisdiction over the building of which the unit forms part or those having businesses with them or of any person lawfully using the common property, other than that in the fuel tank of a motor vehicle or, in the case of liquid gas only, in a properly approved gas cylinder.
- c) Deposit or throw upon the common property or another unit any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or occupier of another unit or of any person lawfully using the common property.
- d) Drive, operate or use or permit to be driven, operated or used on the common property, any vehicle or machinery of a weight or nature which is likely to cause damage to the common property, and the Owner shall be responsible for any loss, damage or injury to such common property caused, or contributed to, by the use by such Owner or occupier or their agent, contractor or invitee of any vehicle or machinery and shall forthwith after any such damage as aforesaid takes place, repair or cause such damage to be repaired at the said Owner's own cost.

3.5 Management: Interfere with the efficient management of the building of which the unit forms part of.

3.6 Gardens:

- a) Allow trees or plants or roots or foliage to encroach from the unit under, upon or over any other unit or the common property.

- b) Cause or permit any loss or damage to the common property including interior and exterior walls, fittings, lawn, garden, trees and plants situated thereon by reason of the use of such Owner or occupier or of any tenant, servant, agent, agent, contractor, guest or invitee thereof.

3.7 Car parks:

- a) Park or allow any family member or any visitor to the unit to stand or park or cause to be stood or parked, any motor vehicle except that of the unit.
- b) Use those of the accessory units that are designated for parking, or allow them to be used, for storage of any items whatsoever or for any purpose other than the parking of a single motor vehicle. The accessory units shall be kept tidy and free of all litter, and no maintenance or repair work other than minor maintenance work shall be carried out on any motor vehicle located thereon.
- c) Obstruct or use for any purpose other than for the reasonable ingress and egress to and from their respective units, any of the driveways, paths and other accessways on the land (including without limitation lifts, stairways, corridors) or any easement giving access to the land.

3.8 Use of Plumbing etc.: With respect to the unit and the common property, waste water or use any part of the plumbing systems including toilets, waste pipes and drains, for any purposes except for those for which they were constructed or designed, nor deposit any sweepings or rubbish or other unsuitable substances therein. As conditions to the foregoing.

- a) The cost of rectification of any damage or blockage resulting to such plumbing systems from misuse or negligence shall be borne by the Owner responsible whether caused by the actions of that Owner or of any lessees, tenants, visitors, agents or servants.
- b) The Owner or occupier of a unit shall give the body corporate prompt notice of any accident to or defect in any plumbing or electrical systems which shall come to the knowledge of the Owner or occupier, and the body corporate or its agent may, having regard to the urgency involved, examine such accident or defect and organise such repairs or renovations as it deems necessary.

3.9 External Contractors: Permit any contractor that is carrying out any repair, maintenance, addition or alterations or other such work on a unit to cause more than minimal inconvenience to any other Owner or occupant and must ensure that such work is carried out in a proper workmanlike manner.

3.10 Signage and External Appearances: Paint, affix or display any signs, advertisements, notices, posters, placards, banners or like matter to or on any part of the building or on any part of the common property (including near or at the entranceway to the complex) nor do anything to vary the external appearance of their units without the prior written consent of the committee or of the body corporate.

3.11 Common Property Structures: Mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the consent of the body corporate which consent may at any time be withdrawn.

- 3.12 Removal of Furniture:** Move any furniture, piano, safe, goods, merchandise, machinery, plant or heavy object or article of such weight, nature or description as will impose or cause any stress or strain or weight likely to damage, weaken or cause movement or structural defect to the building or any part thereof, into or out of the building or any unit or the land except in a manner (including the placement of protective screens) that ensures that no harm shall be caused.
- 3.13 Aerials etc.:** Erect or fix to the unit any television or radio aerial or antenna without the prior consent of the Body Corporate.
- 3.14 Use of balconies:** Use the balcony or any Common Property for drying laundry (except for a "floor standing" drying rack) or displaying wall hangings or for storage, nor allow any combustible or hazardous materials or substances or any rubbish or unsightly materials or obsolete furniture to accumulate or be displayed on balconies or Common Property.
- 3.15 Washing Lines:** Erect or affix any washing lines, poles or other such drying apparatus for a similar purpose (either temporary or permanent) outside a unit or on the exterior of a unit.
- 3.16 Blinds, awnings and curtains:** Erect any awnings or any venetian blinds (at any time), nor external blinds or hang curtains or roller blinds visible from outside of the Unit unless those curtains or roller blinds have a backing of such colour and design approved by the Body Corporate. Body Corporate approval shall ensure that the backing used in all the Units presents a uniform and orderly appearance when viewed from the outside of the Units. The Owner will as often as the need will arise (in the opinion of the Body Corporate) replace at the Owner's own cost any curtains or roller blinds in the Unit.
- 3.17 Fences:** Erect any fence, temporary structure, building or shed on any Unit or part thereof, without first obtaining approval in writing of the Body Corporate and the immediately adjacent Owners to a plan or diagram thereof and such fence, temporary structure, building, or shed will be erected in accordance with such plan or diagram.
- 3.18 Washing of vehicles:** Owners are not permitted to wash vehicles anywhere within the complex.
- 3.19 Residential occupation:** Owners are not permitted to use or occupy their Unit for any purpose other than a permanent residential dwelling without the prior written consent of the Body Corporate (see also Rules 4.7 and 4.8).
- 3.20 Electric vehicle charging:** Install any vehicle charging devices without first obtaining the consent of the Body Corporate. The Body Corporate shall be entitled to withhold consent to any particular installation that it considers could put unreasonable strain on the electrical infrastructure within the Buildings and the Common Property. The Body Corporate will be entitled to seek professional advice before making its decision with the cost of the advice being borne by the Owner who is applying for consent.

4 AN OWNER OR OCCUPIER OF ANY UNIT SHALL

- 4.1 Floor Coverings:** Ensure that all floor space within the unit is covered by floor coverings to such an extent sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of the Owner or occupier of any other unit.
- 4.2 Quiet Enjoyment:** Take all reasonable steps to ensure that any invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or occupier of any other unit or of any person lawfully using the common property.
- 4.3 Cleanliness:** With respect to the unit or accessory unit, keep all windows clean and if any are broken or cracked promptly replace same with fresh glass of the same colour, quality and weight:
- a) Maintain within the principal unit, in clean and dry condition, adequate covered receptacles and containers for garbage.
 - b) Ensure that before refuse is placed in the said receptacles and containers it is securely wrapped or in the case of tins and other containers, completely drained.
 - c) Temporarily store such filled receptacles and containers within an inside area of the principal unit.
- 4.4 Rubbish Collection:**
- a) To avoid cross contamination, every Owner shall ensure that only goods and material of the kind that is acceptable to the refuse collectors is put out for collection.
 - b) Not use any refuse disposal system other than the communal bins located in areas designated by the Body Corporate, and in particular, shall not have any private wheelie bin on their Unit.
- 4.5 Alarms:** Be responsible for the cost of any special call out or other similar charge levied by any security or alarm company or other service provider in respect of any incident caused by the Owner or occupier or affecting the unit.
- 4.6 Security Passes:** Arrange directly with the relevant provider at the owners cost for the replacement of any lost or damaged access passes or automatic door or gate opening devices which give access to the common property or for such additional passes or devices to be issued to them as they may require. The replacement of any lost or damaged keys to the unit shall be arranged by an Owner or occupier directly with the Body Corporate.
- 4.7 Compliance with Building Act in relation to use:** Meet all costs incurred in upgrading the fire alarm system and any other building elements or services that may be required by any competent authority as a result of the unit being used to provide transient accommodation. The reason for this rule is that the building has been designed to comply with the Fire Code as it relates to permanent residential accommodation. The use of a unit to provide temporary or transient accommodation may trigger a requirement to upgrade the fire alarm system, and possibly other systems and/or parts of the building. All costs associated with required upgrades should be borne by the Owners whose use triggers the requirement for upgrading.

4.8 Lease of the unit: A unit Owner shall:

- a) When creating a lease or tenancy or right of occupation of the unit in favour of some other person, ensure that that person has received and perused and agreed to abide with these rules.
- b) Advise the committee or manager if the unit is to be used for transient accommodation such as, but not restricted to, Airbnb and similar services. In addition to the provisions in clause 4.7 above, the body corporate shall be entitled to recover any additional insurance premiums or other costs from the Owner as a result of such transient accommodation.
- c) If at any point in time, it becomes necessary to obtain any consent from any authority in order to use of the unit for transient accommodation (as described at clause 4.8 (b) above), then, the Owner shall, in addition to the obligations under rules 4.7 and 4.8 (a) and (b):
 - 1. As a precondition of using the unit for transient accommodation, obtain, at the unit Owner's cost, all necessary consents from any authority required; and
 - 2. Supply such consent documentation to the committee or manager; and
 - 3. Ensure that all consents remain valid, current and are punctually renewed where required.

For the purposes of clause 4.8 (c) "authority" shall be defined as any authority having a role or interest in regulating short term accommodation, including but not limited to any regional council or territorial authority within the meaning of the Local Government Act 2002, or any Crown entity or government agency.

- d) For clarity, it is the unit Owner's sole responsibility to establish whether any consent is from any authority under clause 4.8 (c) is required.

4.9 Duties and Obligations: Ensure that the duties and obligations imposed by these rules on the Owners shall be observed not only by the Owners but also by the occupiers of the units and the owners' and occupiers' guests, employees, agents, workers, children, invitees, licensees and tenants.

4.10 Contact Details: Advise the committee of the body corporate of the Owner's private address and telephone number or, if the Owner is a corporation, of the private address and telephone number of the secretary or other responsible person employed by the Owner and shall keep the body corporate promptly informed of any change in such address or telephone number.

4.11 Defect/Damage: On becoming aware of any defect or damage to any part of the building of which the unit forms part or defilement to the exterior of the building of which the unit forms part or the common property of the body corporate or the failure or defect of any of the building's services of which the unit forms part, shall notify the body corporate immediately. The committee of the body corporate shall have authority to make such repairs or renovations as the committee considers necessary for the safety and preservation of the building (or, in an emergency, such repairs or renovations as the committee of the body corporate considers necessary). The body corporate shall 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 or renovations.

- 4.12 Telecommunications Services:** An Owner must, where a Unit receives the benefit of telecommunications services, pay on demand by the Body Corporate, the Owner's proportion of the cost of providing those services, and the maintenance and upgrade of those services from time to time. If an Owner does not pay such charges, the Body Corporate may, without prejudice to its other remedies, authorise the disconnection of all or any such services provided to the Unit and recover the costs of the outstanding charges from the Owner
- 4.13 Fire Drills:** The Body Corporate may require the Owners to perform fire drills, and observe all necessary and proper emergency evacuation procedures, and the Owners will co-operate with the Body Corporate in observing and performing such rules and regulations."

ANNEXURE ONE

AUTOMATICALLY PERMITTED ANIMAL CONSENT

All unit owners and occupiers are permitted to have one small domestic dog, cat or bird in their Unit provided such animal's actual or anticipated adult height when measured from the floor to the top of shoulder is less than 45 centimetres.

Owner/Occupier: _____

Unit: _____

Animal: **Cat/ Dog / Bird** *(Select one)*

Name of pet: _____

Breed: _____

Height of pet: _____ centimetres *(for the actual or anticipated adult height, when measured from floor to top of shoulder)*

I/We the owner or occupier of the above Unit, advise that we have/will keep domiciled within my/our Unit the pet described above. I/we acknowledge and agree that:

- (a) it is my/our responsibility to ensure that the permitted pet and any area they may occupy is kept in a clean and tidy condition, and that my/our pet will not interfere with any other occupiers' quiet enjoyment at Gloucester Green or cause damage to any common area;
- (b) I/we will pay for any damage to the common area or any property caused by my/our pet;
- (c) my/our pet must be on a leash or fully restrained by me/us whenever it passes through any common area. I/we must wait for a vacant lift or use stairs when travelling to and from the Unit with the pet;
- (d) I/we must immediately clean up all waste made by such animal and it must not use the common area gardens or any other areas as a toilet;
- (e) my/our pet must be removed from Gloucester Green at my/our cost should the Body Corporate (or any manager appointed by the Body Corporate), acting reasonably, determines that my/our pet is interfering with any other occupier's peaceful enjoyment of Gloucester Green or causing damage to any common area, and I/we must complete the removal of my/our pet within 21 days of the Body Corporate (or its manager) giving me/us notice requesting its removal;
- (f) this consent is for this pet only and only while I/we are the owners or occupiers of the Unit; and
- (g) this consent does not absolve me/us from compliance with any relevant bylaws.

Signed by the Owner/Occupier: _____ Date: _____

ANNEXURE TWO

APPLICATION FOR ANIMAL CONSENT

Applicant: _____

Unit: _____

Animal: **Cat/ Dog / Bird** *(Select one)*

Name of pet: _____

Breed: _____

Height of pet: _____ centimetres *(for the actual or anticipated adult height, when measured from floor to top of shoulder)*

I/We, the owner or occupier of the above Unit, request consent to keep domiciled within my/our Unit the pet described above. I/we acknowledge and agree that:

- (a) it is my/our responsibility to ensure that the consented pet and any area they may occupy is kept in a clean and tidy condition, and that my/our pet will not interfere with any other occupiers' quiet enjoyment at Gloucester Green, or cause damage to any common area;
- (b) I/we will pay for any damage to the common area or any property caused by my/our pet;
- (c) my/our pet must be kept on a leash or fully restrained by me/us whenever it passes through any common area. I/we must wait for a vacant lift or use stairs when travelling to and from the Unit with the pet;
- (d) I/we must immediately clean up all waste made by such animal and it must not use the common area gardens or any other areas as toilets;
- (e) my/our pet must be removed from Gloucester Green, at my/our cost should the Body Corporate (or any manager appointed by the Body Corporate), acting reasonably, determines that my/our pet is interfering with any other occupier's peaceful enjoyment of Gloucester Green or causing damage to any common area, and I/we must complete the removal of my/our pet within 21 days of the Body Corporate (or its manager) giving me/us notice requesting its removal;
- (f) this consent is for this pet only and only while I/we are the owners or occupiers of the Unit; and
- (g) this consent does not absolve me/us from compliance with any relevant bylaws.

Signed by the Applicant: _____

Date: _____

Given/ Withheld <i>(Body Corporate to delete one)</i>

Signed on behalf of the Body Corporate: _____

Date: _____