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TOIORA HIGH STREET COHOUSING BODY CORPORATE RULES

High Street / 7 Montpellier Street, Dunedin

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Table of Contents

[1. Definitions 2](#__RefHeading___Toc9110_3110487463)

[2. Interpretation 3](#__RefHeading___Toc1782_2569875238)

[3. Principles of Occupation (Toiora High Street Cohousing Kaupapa) 3](#__RefHeading___Toc1784_2569875238)

[4. Owner’s Obligations 4](#__RefHeading___Toc1552_3110487463)

[5. Owners Rights 4](#__RefHeading___Toc1798_2569875238)

[6. Use of Units 5](#__RefHeading___Toc1800_2569875238)

[7. Access to Units 5](#__RefHeading___Toc1802_2569875238)

[8. Access to Common Property 5](#__RefHeading___Toc1804_2569875238)

[9. Damage to Common Property 6](#__RefHeading___Toc1806_2569875238)

[10. Use of Common Facilities 6](#__RefHeading___Toc1808_2569875238)

[11. Vehicle Parking 6](#__RefHeading___Toc1810_2569875238)

[12. Aerials, Satellite Dishes, Antennas and Air Conditioning Units 7](#__RefHeading___Toc1812_2569875238)

[13. Signs, Notices, Advertising and Promotion 7](#__RefHeading___Toc1814_2569875238)

[14. Rubbish & Waste Disposal 7](#__RefHeading___Toc1816_2569875238)

[15. Unit Cleaning and Maintenance 8](#__RefHeading___Toc1818_2569875238)

[16. Exterior Glass 8](#__RefHeading___Toc1820_2569875238)

[17. Use of Water Services 9](#__RefHeading___Toc1822_2569875238)

[18. Security and Fire Systems 9](#__RefHeading___Toc1826_2569875238)

[19. Noise and Conduct 9](#__RefHeading___Toc1828_2569875238)

[20. Pet Policy 10](#__RefHeading___Toc1830_2569875238)

[21. Hazards, Insurance and Fire Safety 10](#__RefHeading___Toc1832_2569875238)

[22. Firearms Policy 11](#__RefHeading___Toc1834_2569875238)

[23. Notice of Damage and Defects 11](#__RefHeading___Toc1836_2569875238)

[24. Leasing a Private Unit 11](#__RefHeading___Toc1838_2569875238)

[25. Register of Owners 13](#__RefHeading___Toc1844_2569875238)

[26. Dispute Resolution and Mediation 14](#__RefHeading___Toc1846_2569875238)

[27. Duties of the Body Corporate 14](#__RefHeading___Toc1848_2569875238)

[28. Powers of the Body Corporate 15](#__RefHeading___Toc1850_2569875238)

[29. Breach 16](#__RefHeading___Toc1852_2569875238)

[SCHEDULES 17](#__RefHeading___Toc1854_2569875238)

[1. Vision Statement of High Street Cohousing 17](#__RefHeading___Toc1856_2569875238)

[2. Cohousing Group Decision Making Process 17](#__RefHeading___Toc1858_2569875238)

[3. Provisional Body Corporate Annual Fees & Levies at September 2018 19](#__RefHeading___Toc1860_2569875238)

[4. Long-Term Maintenance Plan (TBC) 20](#__RefHeading___Toc1862_2569875238)

# Definitions

Terms defined in the Unit Titles Act 2010 (“**Act**”) have the same meaning in these Rules as they have in the Act, unless otherwise defined.

* 1. These **Rules** are binding on all owners and occupiers of units in the Toiora High Street unit title development at 7 Montpellier Street, Dunedin, as well as the employees, agents, guests, and customers of all owners and occupiers of these units.
  2. “**Body Corporate**” means the Body Corporate of Unit Plan No Xxxxxxx and has the same meaning in these Rules as it has in s75, 76 of the Act (i.e. all unit owners).
  3. “**Committee**” means the Body Corporate Committee, where the Body Corporate has delegated the relevant power or duty to the Committee. Committee members must be owners
  4. “**Committee Chairperson**” or “**Chairperson**” means the chairperson of the Body Corporate committee, to be elected at every annual general meeting as per s10 of the Resolutions. The Chairperson must be an owner.
  5. “**Commons Development Fund**” is the fund created and maintained by the Body Corporate, in accordance with the “UCOL Agreement To Enter Into A Covenant”, for improvements to common areas, and is separate from other Operating Funds and the Long-Term Maintenance Fund.
  6. “**Common Property**” means the part of the Development designated as such on the Unit Plan to be deposited wtih LINZ in accordance with the Act
  7. “**Consensus**” means the stage at which, in accordance with the Cohousing Group Decision Making Process, a matter has been agreed.
  8. “**Development**” means the unit title development at 7 Montpellier Street, Dunedin.
  9. “**The Group**” means the members of the Toiora High Street Cohousing group which manages the day to day affairs of the community.
  10. “**Group Decision Making Process**” is as set out in Schedule 2 and is the means by which the Body Corporate will make decisions under these Rules.
  11. “**Owner**” means the person(s) registered as owner of the unit, and for the application of these Rules also includes occupiers, unless the context requires otherwise.
  12. “**Occupier**” means any person who lives on the development, and can include owners, tenants, children & dependants, flatmates, boarders.
  13. “**Regulations**” means the Unit Titles Regulations 2011.
  14. “**Tenant**” means any person who rents a unit from an owner, and has signed a tenancy agreement.
  15. “**Unit Entitlement**” (Also called Ownership or Utility Interest) means the value of an individual unit as a proportion of the total development, as agreed in Schedule 3. The Unit Entitlement proportion is used to determine the share of fees payable by the owner to the Body Corporate.

# Interpretation

Words referring to any gender include all genders; words referring to the singular include the plural and vice versa.

# Principles of Occupation (Toiora High Street Cohousing Kaupapa)

Owners and occupiers shall cooperate with one another to manage the property in accordance with the following principles:

Resident Management

Owners and occupiers shall manage the property themselves, making decisions of common concern at Group meetings, using the Group Decision Making Process.

Non-Hierarchical Structure

Responsibility for decisions shall be shared by owners and occupiers who are members of the Group.

Common Facilities

Common property is intended for daily use to supplement private living areas. The Body Corporate shall be responsible for creating and maintaining a Commons Development Fund.

Cohousing Community Group Meetings

At least one adult member occupying each unit shall be required to participate in regular Group meetings. Unit owners are responsible for ensuring at least one person from their unit participates by making attendance a requirement for tenants. The frequency of meetings and minimum requirements for participation are set at meetings from time to time and notified to the Group.

Commons Development Fund

Upon the sale of a unit, the vendor shall be required to contribute 5% of any gross capital gain to the Commons Development Fund. This will be in addition to, and will not include, prior contributions to the Fund.

# Owner’s Obligations

Unit owners are required to meet their obligations as detailed in the Rules, including:

* 1. promptly paying the owner’s share of all fees or other service charges levied by the Body Corporate and payable in respect of the unit, including additional contributions to the Commons Development Fund, as agreed using the Group Decision Making Process;
  2. complying with Body Corporate Rules;
  3. complying with legal requirements relating to the use of their unit;
  4. maintaining and repairing their privately owned area so that no damage is caused to other units;
  5. notifying the Body Corporate of their intention to carry out alterations and obtaining consent for the alterations if they will affect another unit or common property;
  6. sign up to and comply with the Toiora High Street Cohousing Membership Agreement as in Schedule 4 (to be added).

# Owners Rights

In compliance with s79 of the Unit Titles Act (2010), all owners have the right to:

* 1. attend the general meetings of the Body Corporate;
  2. take part in the decision making process on matters affecting their unit and common areas, provided their levy payments are up to date;
  3. have access to and a share in the common property;
  4. have quiet enjoyment of their unit without interruption by other unit owners or occupiers;
  5. have access to a disputes resolution process.

# Use of Units

The owner of any unit shall use the unit primarily for residential purposes, and shall not permit the use of any unit for any illegal purpose. Units may be used to run a business upon agreement by the Body Corporate, which shall not be unreasonably witheld.

# Access to Units

Except in the case of emergency, when entry can be at any time, an owner of a unit shall permit the Body Corporate (or its agents) at all reasonable hours, and with either 48 hours prior notice or the agreement of the relevant owner, to enter into or onto the unit for any of the following purposes:

* 1. installing or maintaining any pipes, cables or other equipment in, upon or passing through the Unit and capable of being or intended to be used in connection with the enjoyment of any other unit or the common property;
  2. painting, repairing, maintaining, replacing and keeping clean the exterior of the building of which the owner’s unit forms part and all equipment or systems used in connection with any other unit or the common property;
  3. maintaining, repairing or renewing any walls or fences between Units;
  4. reading any utility meters;
  5. investigating the cause of, or deactivating any security or fire alarm sounding in the Unit.

# Access to Common Property

An owner must not:

* 1. interfere with or obstruct the reasonable use or enjoyment of the common property by other occupiers; or
  2. carry out any alterations, construction, installation of permanent structures or landscaping on common property without the consent of the Group. The Body Corporate may remove anything installed or placed on the common property in breach of any Rule and recover the cost of any such removal from the owner or other person who installed or placed such thing on the common property.

# Damage to Common Property

* 1. An owner must not damage or deface the common property and must not drive, operate or use, or permit to be driven, operated or used, any vehicle or machinery on the common property that is likely to cause damage to the common property.
  2. The repair for damage caused or contributed to shall be paid for by the owner responsible.
  3. If urgent repair is required to any common property, facilities or equipment, any member of the Group may take whatever necessary action is required to prevent further damage.

# Use of Common Facilities

An owner must not:

* 1. use any facilities contained within the common property for any use other than the use for which those facilities were designed, and must comply with any conditions of use for such facilities as set by the Group from time to time;
  2. obstruct any part of the common property that is used as an entrance or access way to the unit title development or any easement area giving access to the unit title development.

# Vehicle Parking

* 1. An owner 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 that area for vehicle parking.
  2. The Body Corporate may remove a vehicle from the unit title development that it considers is parked in a manner that is in breach of Rule 11 at the expense of the owner of the vehicle, or the owner of the unit to which the vehicle is associated, and the Body Corporate shall not be liable for any resulting damage, loss or costs.

# Aerials, Satellite Dishes, Antennas and Air Conditioning Units

An owner must not fix to the exterior of a unit (including any deck, balcony or porch), or onto common property, without the prior consent of the Group, which shall not be unreasonably withheld:

* 1. any aerial, satellite dish, antenna or similar device; or
  2. any air conditioning unit or ventilation equipment; or
  3. any other system, equipment or structure.

# Signs, Notices, Advertising and Promotion

* 1. An owner must not, without the prior consent of the Group, which shall not be unreasonably withheld:
  2. erect, fix, place or paint any permanent signs or notices onto any part of the common property or onto any external part of a unit;
  3. display any goods or services on common property, or use the common property for any business, promotional or commercial purpose.

1. An owner may display a temporary sign at any time in or on their own unit, so long as it is removed immediately if a neighbour objects. If this occurs, then a) will apply.

# Rubbish & Waste Disposal

An owner:

* 1. must not leave rubbish, recycling material, trade refuse or other material on the common property except in areas designated for rubbish collection by the Group, and where such material is left in a designated rubbish collection area, it must not interfere with the enjoyment of the common property by other owners;
  2. must not throw, or allow to fall, in the passageways or stairwells, out of the windows or from the roof or balconies, any rubbish or other item or liquid. Any costs for cleaning or repair of damage caused or contributed to by the breach of this Rule shall charged to owner responsible;
  3. must dispose of rubbish and material for recycling promptly, hygienically and tidily and ensure such disposal does not adversely affect the health, hygiene or comfort of other owners;
  4. must not burn any rubbish anywhere on the common property or in any unit.

# Unit Cleaning and Maintenance

An owner must:

* 1. ensure that their private outdoor areas are kept clean and maintained;
  2. if the interior of the unit is damaged or destroyed, repair and reinstate it to a high professional standard so as to ensure that no damage, harm or dimunition in value shall ensue to the common property or any other unit, provided that nothing in this paragraph 15.b) shall prejudice the right of any owner in relation to any insurance policy effected by the Body Corporate, or the application of the proceeds of such insurance;

# Exterior Glass

* 1. An owner must replace any cracked or broken glass as soon as possible with glass of the same or better weight, quality and thermal performance.
  2. An owner must not substitute or replace any exterior window with another window or glass that will alter the external appearance of the unit.
  3. The Body Corporate will periodically organise the cleaning of external windows. If an owner requires cleaning of external windows more often than the frequency in each year to be determined by the Body Corporate, then the cost of such additional cleaning shall be borne by the owner.

# Use of Water Services

* 1. Any blockage or damage to water, wastewater, sewage services, or loss or costs incurred from damage to water services due to misuse or negligence shall be paid for by the owner responsible
  2. An owner shall ensure that leaking taps or pipes are repaired as soon as possible.

# Security and Fire Systems

An owner must:

* 1. comply at all times with the operating and maintenance instructions of any security, fire alarm or ventilation equipment in the unit; and
  2. cooperate with the Group during any emergency evacuation drills, and observe and comply with all emergency evacuation procedures.

# Pet Policy

* 1. Pet owners must be considerate of their Toiora High Street Cohousing neighbours, and strive to avoid or minimise undesirable impacts such as noise disturbance and damage or soiling of common property.
  2. Pets will not be allowed in the common house.
  3. Pet owners are responsible for repairing any damage done by their pet.

# Hazards, Insurance and Fire Safety

* 1. An owner must comply with requirements specified on any insurance policy in the name of the Body Corporate, and must not bring onto or into, use, store, or do, in any unit or any part of the common property, anything that:
     1. increases the insurance premium on the unit title development or makes void or voidable any policy of insurance effected by the Body Corporate; or
     2. is in breach of any regulation relating to fire, insurance, hazardous substances or dangerous goods; or
     3. creates a hazard of any kind; or
     4. affects the operation of fire safety devices and equipment, or increases the fire risk in the unit title development.
  2. Any owner or occupier who breaches this rule shall be liable for the cost of the higher premium on any Body Corporate insurance policy and for any other cost, damage or loss incurred by any other owner or occupier or the Body Corporate resulting from the breach.

# Firearms Policy

All gun owners must hold a current Firearms Licence and abide by the Firearms Act, and all firearms should be stored off site.

# Notice of Damage and Defects (not specified by Act)

* 1. Upon becoming aware of any damage or defect which has the potential to cause damage to common property or other units, an owner must notify the Body Corporate Committee.
  2. Repairs for any such damage or defect shall be paid for by the ownerwho caused or permitted the damage or defect.
  3. If an occupier caused the damage, the owner of the unit to which the occupier is associated is responsible for the cost of the damage.

# Leasing a Private Unit

An owner must:

* 1. provide a current copy of these Rules and all operating documents as listed in Schedule 5 to any tenant of the unit, and inform the tenant that they must observe these Rules, as amended from time to time, and obtain and provide to the Body Corporate a written acknowledgement from the tenant that they have received a copy of these Rules and will observe them; and
  2. provide the Body Corporate with a copy of the tenancy agreement, or the full name, telephone number, email address and address for service of all tenants of the unit, and promptly notify the Body Corporate in writing of any changes to such details; and
  3. inform any tenant of the unit that under the Act, documents will be served by delivery to the person’s address, by post, or email; and
  4. per s81 of the Act, when absent from New Zealand for longer than 3 consecutive weeks, appoint the Body Corporate or an agent to act as their attorney in respect of their unit, and notify the Body Corporate of such appointment; and
  5. in the event that the owner or their agent is not accessible, or in the event that the owner does not notify the Body Corporate of the appointment of an agent the Body Corporate shall be deemed to be the agent of the registered owner of the unit for the purposes of exercising the rights of the owner in respect of any lease or tenancy.
  6. These rules also apply to occupiers left in charge of the unit for longer than 3 weeks.

# Register of Owners

In compliance with s85 of the Act, and s4 of the Regulations, all owners must provide the following information to the Body Corporate to be held in a register of unit owners and must promptly notify the Body Corporate in writing of any changes to such information:

* 1. the unit owner’s full name;
  2. the unit owner’s ownership interest;
  3. the unit owner’s contact details and preferred method of contact, either post or email;
  4. the name, contact details and preferred method of contact of any representative or agent of the unit owner;

# Mediation and Dispute Resolution

Disputes vary in scale and may affect a few or many members of the Group. For this reason, different strategies for dispute resolution will be employed as appropriate.

In general:

1. If there is a dispute between owners and/or occupiers, the parties should first meet to discuss the issue.
2. The parties may choose to use the mediation and resolution process as described in Schedule 6, or other appropriate method to resolve the dispute.
3. If the dispute is not resolved by a) and/or b), the parties are obliged to appoint and consult a professional mediator and go through the recommended mediation process before seeking legal action.
4. Cost of mediation is to be shared equally between the parties.

# Duties of the Body Corporate

The Body Corporate shall, in addition to any other duties imposed on it by the Act:

* 1. keep in a state of good repair the common property and all services, improvements or amenities on or used in conjunction with it;
  2. insure and keep insured all buildings and other improvements on the land to the replacement value (including demolition costs and associated professional fees);
  3. do all things reasonably necessary for the enforcement of any contract of insurance it enters into;
  4. comply with any notice or order, duly served on it by a local authority or public body requiring repairs to, or work to be performed in respect of, the common property or buildings on the common property;
  5. subject to the Act, do all things reasonably necessary for the enforcement of the Body Corporate Rules;
  6. elect a Chairperson responsible for duties as imposed in s11 of the Regulations, including:
     1. organising and chairing Annual General Meetings and sending out a notice of the meeting to all members;
     2. causing minutes to be kept of general meetings of the Body Corporate, including a record of all resolutions;
     3. keeping financial accounts and records;
     4. signing documents on behalf of the body corporate.
  7. fund administrative and operating expenses, as detailed in Schedule 3, including to:
     1. establish and maintain an **Operating Cost Fund** for administrative expenses sufficient for maintenance, management and administration of the common property and for the payment of insurance premiums, repairs and the discharge of any obligations of the Body Corporate;
     2. determine from time to time the amounts to be raised for the above purposes;
     3. raise amounts so determined by levying contributions on the owners in proportion to the unit entitlement of their respective units;
  8. establish the long-term maintenance plan, as in Schedule 4, and maintain a **Long-Term Maintenance Fund** sufficient to fulfil this Plan;
  9. establish and maintain, including the setting of fees, a **Commons Development Fund** for the purpose of improving and developing the common property and facilities;
  10. on application by an owner or mortgagee of a Unit, or any person authorised in writing by either of them, make the books of account available for inspection.

# Powers of the Body Corporate

The Body Corporate may:

* 1. delegate some of its duties or powers to the Body Corporate Committee as in s108, 109 of the Act, unless it chooses not to form a Committee;
  2. borrow any money necessary to enable it to adequately perform its duties or exercise its powers;
  3. establish and maintain accounts at a bank and nominate three (3) persons, of whom any two (2) may operate the account;
  4. employ for and on behalf of the Body Corporate such agents and servants as it thinks fit, to assist the Body Corporate in the performance of its duties 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;
  5. recover the expenses incurred by the Body Corporate in taking any action or proceedings against an owner or occupier as a result of the wilful or accidental breach by such owner or occupier of any of these Rules and/or any government by-laws and/or regulations;
  6. from time to time, and by consensus through the Group Decision Making Process, amend these Rules or make additional Rules. The quorum in a meeting to amend the Rules requires owners present, or by proxy, who comprise 75% of the Body Corporate.
  7. If consensus is not reached, then no amendment shall take place. The matter must go through the resolution process as described in Schedule 6. Only as a last resort, shall the issue be resolved in accordance with s97, 98, 101 of the Act.

# Breach

An owner who fails to comply with any of these Rules or any lawful direction given under them shall be in breach of these Rules. An owner who has breached these Rules (“Defaulting Owner”) must take all steps necessary to remedy the breach immediately upon becoming aware of it.

Where the Body Corporate notifies the Defaulting Owner that it requires the breach to be rectified (“Default Notice”) and the Defaulting Owner fails to rectify such breach with a reasonable period of time, or no later than seven days after the issue of the Default Notice, the Body Corporate shall be entitled to take all steps required to remedy the breach at the cost of the Defaulting Owner. Such steps will include, but not be limited to, entering the Defaulting Owner’s unit to do works and remove items which are the subject of the Default Notice or breach.

## SCHEDULES

# Vision Statement of Toiora High Street Cohousing

Our vision is to create an urban cohousing neighbourhood, which promotes social and environmental sustainability, based on respect and shared responsibilities.

* Through robust eco-design and layout, establish a cohesive community which fosters wellbeing, diversity and the right use of resources.
* Develop and foster a thriving living environment, which uses clear communication, decision-making and conflict resolution guidelines that promote tolerance, safety, respect and co-operation.

# Cohousing Group Decision Making Process

**Communication Guidelines**

* I will use “I” statements and speak for myself, not others
* I will speak succinctly (short and to the point)
* I will take responsibility for owning and naming my own feelings
* I will respect others’ rights to speak without interruption
* I undertake to respect others’ privacy by not discussing outside the Group other people’s personal issues which may arise within the Group process
* I undertake to keep relationships within the Group clear by dealing with any problematic issues directly with the persons concerned
* I recognise that we work best together when we remember to have fun!

**Coloured Card Agreement Process**

We use a particular consensus-building procedure to reach agreement which has been adopted by many cohousing groups, as follows:

Each person should have a set of coloured cards – green, blue, orange, yellow, red and black.

**The Process for Discussions**

The cards can be helpful in preliminary discussions, particularly if the Group is large. Before being called on to speak on an issue, participants must first put up a coloured card according to the following guidelines:

* Black I have an interpersonal difficulty and can’t proceed
* Red I have a process observation, i.e. we are off topic or over time.
* Yellow I have a question or need clarification
* Orange I wish to acknowledge someone or something (often a thank-you)
* Green I can provide clarification or information
* Blue I have a comment or opinion

The black card is called on first. The Group then decides what happens next.

The red cards are then dealt with. The red “stop the process” card can be raised at any time. It is used to point out a breach in the way we have agreed to proceed.

People raising yellow cards to indicate questions receive the next attention.

After a question has been asked, people holding green cards are called on to provide clarification.

After all questions have been answered, the facilitator calls on people holding the blue cards to speak.

**The Process to Reach Agreement is Through Consensus**

When deciding an issue, the minute taker and/or chair writes the minute and reads it out to the Group for any further amendments, additions, corrections or discussion. The whole Group is responsible for the wording of the minute. The chair then calls for a show of cards and each person raises one of the cards:

* Green I agree with the proposal
* Blue I am neutral about the proposal or for it with some slight reservation
* Yellow I have a question concerning the proposal which must be answered before I can make a decision
* Orange I have some serious reservations about the proposal but am not willing to block consensus
* Red I am entirely against the proposal and will block consensus

If all cards raised are not green, those people with reservations may voice their concerns if they have not already done so. The process requires everyone to participate in decision making. Dominant personalities will find it harder to push their ideas through at the expense of the less vocal, and softly spoken members must take responsibility for voicing their concerns.

# Provisional Body Corporate Annual Fees & Levies at September 2018



# Long-Term Maintenance Plan (TBC)

# Operating Documents (TBC)

* Cohousing Agreement
* Child Protection Policy
* Pet Policy
* Contributing Work Hours & Shared Meals

# Mediation and Dispute Resolution Process (TBC)