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HIGH STREET COHOUSING BODY CORPORATE RULES

High Street / 7 Montpellier Street, Dunedin

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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 below.

- a) These Rules are binding on all owners and occupiers of units in the High Street Unit Title Development at 7 Montpellier Street, Dunedin as well as the employees, agents, invitees, customers and tenants of all owners and occupiers of units in the unit title development.
- b) “**Body Corporate**” means Body Corporate/Unit Plan No. Xxxxxxx, and has the same meaning in these Rules as it has in the Act (i.e. all unit owners), and for the purposes of these Rules it also includes a Cohousing Body Corporate Committee, where it has delegated the relevant power or duty to the Committee.
- 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 and the employees, agents, invitees and tenants of all owners and occupiers of units, unless the context otherwise requires.
- d) “**Group**” means the owners and occupiers of the units at 7 Montpellier Street, Dunedin collectively defined as the “**High Street Cohousing Development**”.
- e) “**Group Decision Making Process**” is as set out in the Schedule 2, and is the means by which the Body Corporate will make decisions under these Rules.
- f) “**Consensus**” means the stage at which, pursuant to the Cohousing Group Decision Making Process, a matter has been consented to.
- g) “**Commons Development Fund**” is the fund created and maintained by the Body Corporate, in accordance with the building covenant, for improvements of common areas, and is separate from the Operating Fund and Long Term Maintenance Fund.

1. Interpretation

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

2. Principles of Occupation (aka High Street Cohousing Kaupapa)

Owners of units in the High Street Cohousing Development shall cooperate with other residents and owners to manage the property in accordance with the following principles:

Resident Management

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

Non-Hierarchical Structure

Responsibility for decisions shall be shared by owners and adult residents (18+ years).

Common Facilities

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

Community Group Meetings

Unit owners, or at least one household member living in each residence, shall be required to participate in regular community Group meetings. Unit owners are responsible for ensuring at least one resident from their unit participates by making attendance a requirement of residency for tenants. The frequency of community meetings and minimum requirements for participation are set at community meetings from time to time, and notified to the Group.

Obligations

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

- a) 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 for community facilities, as agreed using the Group Decision Making Process;
- b) complying with Body Corporate Rules;
- c) complying with legal requirements relating to the use of your unit;
- d) maintaining and repairing your privately owned area so that no damage is caused to other units

-
- e) notifying the body corp of your intention to carry out additions, and obtaining consent for the additions if they will affect another unit or common property.

Commons Development Fund

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

3. Owners Rights

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

- a) attend Group meetings, including an Annual General Meeting held at least once a year;
- b) vote on matters affecting their unit and common areas, provided their levy payments are up to date;
- c) have access to and a share in the common property;
- d) have quiet enjoyment of their unit without interruption by other unit owners or occupiers; *NB. Quiet enjoyment as opposed to noisy enjoyment that will disturb your neighbours' peace.*
- e) have access to a disputes resolution process.

NO COMMENTS

4. Use Of Units

The Owner of any Unit shall use the unit primarily for residential purposes, and:

- a) may use the unit to run a business, upon notification to the Body Corporate. Business employees, clients and visitors must use the private entrance from the street to enter the unit, except for units which do not have a private street entrance.
- b) shall not use, nor permit the use of, any Unit for any purpose which may be illegal, or injurious to the reputation of the Group.

NO COMMENTS

5. Access to Units

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 with the agreement of the relevant Owner (except in the case of emergency when entry can be at any time), to enter into or onto the Unit for any of the following purposes:

- a) Installing or maintaining any pipes, cables, or other equipment in, upon, or passing through the Unit, capable of being, or intended to be used in connection with the enjoyment of any other Unit or the common property; and
 - b) 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 with the common property;
 - c) maintaining, repairing or renewing any walls or fences between Units;
 - d) investigating the cause of, or deactivating any security or fire alarm sounding in the Unit.
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COMMENTS:

Query – will spare key be kept with trusted person in case of emergency, eg neighbour?

6. Interference and Obstruction of Common Property

An owner of a unit must not:

- a) interfere with or obstruct the reasonable use or enjoyment of the common property by other owners; or
- b) carry out any alterations, construction, installation of permanent structures or landscaping on common property without the consent of the Body Corporate. 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.

NO COMMENTS

7. Damage to Common Property

- a) An owner must not damage or deface the common property, or 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.
- b) Any damage caused by, or contributed to, shall be paid for by the owner responsible.
- c) If urgent repair is required to any common property, facilities, or equipment, any member of the Group may arrange and pay for the repair, and be reimbursed by the Body Corporate at a later date, up to the value of \$200.

NO COMMENTS

8. Use of Common Facilities

The Owner of a unit must not:

- a) 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 set by the Body Corporate from time to time.
- b) obstruct 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. This rule ensures exits are clear in case of emergencies.

Comments:

b. Includes bicycles, skateboards & toys

9. Vehicle Parking

- a) 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, or the Body Corporate has given prior written consent.
- b) An Owner of a unit using the designated vehicle park on common property must not park a caravan, container, or rubbish skip without prior consent of the Body Corporate.
- c) The Body Corporate may remove a vehicle from the unit title development that the Body Corporate considers is parked in such a manner that is in breach of this Rule 10 at the expense of the owner of the vehicle concerned, 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.
- d) Electric car charging stations, and water supply for car washing will be available.
- e) Bicycle parking will be in the planned Bike Shed, or designated bike racks.

Comments:

e. "designated bike areas" - intention that bikes are stored tidily and not simply left around common areas. Bike areas could include semi common areas shared between units, eg under stairwell stairs.

10. Aerials, Satellite Dishes, Antennas and Air Conditioning Units.
(OK. NO ISSUES WITH THIS)

An owner of a unit must not erect, or place any of the following on to, or fix to the exterior of a unit (including any deck, balcony or porch), or on to common property without the prior consent of the Body Corporate:

- a) any aerial, satellite dish, antenna, or similar device; or
- b) any air conditioning unit or ventilation equipment; or
- c) any other system, equipment or structure.

11. Signs, Notice, Advertising and Promotion

- a) An owner of a unit must not without the prior consent of the Body Corporate, which shall not be arbitrarily or unreasonably withheld, erect, fix, place or paint any signs or notices of any kind onto any part of the common property, or on to any external part of a unit.
 - b) An owner of a unit must not display any temporary or mobile signage, including sandwich boards and portable banners, at any time in or on the unit so that it is visible from outside the unit, or on common property, without the prior consent of the Body Corporate, **except** for one-off temporary signage that will be removed within 24 hours. *Eg. Birthday party*
 - c) An owner of a unit must not display any goods or services on common property, or use the common property for any business, promotional or commercial purpose without prior consent of the Body Corporate.
-

COMMENTS:

a. Change wording so it's a guideline to be mindful about, and not to be disrespectful to neighbours

a. Needs more discussion. Option is to change so it only is an issue if neighbour objects rather than needing permission BEFORE putting up sign

c. What about signs hanging inside unit, but visible from outside? eg. Gun Lobby, or other political signage

Rewrite (b) – 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, (a) will apply.

12. Rubbish, Waste Disposal and Composting

An owner of a unit:

- a) must not leave rubbish, recycling material, trade refuse or other material on the common property 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 not throw, or allow to fall, in the passage ways or stairwells, out of the windows, or from the roof or balconies of the unit title development any, rubbish, cigarette butts or other substance or liquid. Any costs for cleaning or repair of damage caused or contributed to by the breach of this Rule shall be paid for by the owner responsible;
 - c) 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;
 - d) must not burn any rubbish anywhere on the common property or in any unit;
 - e) shall strive to keep the unit, including private outdoor areas free of vermin, rodents and pest.
 - f) must use the designated composting bins set up for Common use. This is because multiple composting sites on private areas may attract vermin close to units.
 - g) may set up Worm Farms with lids and Bokashi Bins in private areas so long as they are kept tidy, and pest control measures are observed.
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COMMENTS

b. remove "cigarette butts" to be consistent with encouraging no-smoking on site

No further comments

13. Unit Cleaning, Maintenance, and Fencing

An owner of a unit must:

- a) ensure the unit and private outdoor areas are kept clean and maintained to a high standard;
 - b) if the interior of the Unit is damaged or destroyed, repair and reinstate the interior of such Unit to a high professional standard so as to ensure that no damage, harm or diminution in value shall ensue to the common property or any other Unit, provided that nothing in this paragraph 14.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;
 - c) comply with fencing guidelines for private areas, as may be agreed by the Group using the Group Decision Making Process.
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COMMENTS:

a. Define "high standard".

14. Cleaning and Replacing Glass

- a) An owner of a unit must replace any cracked or broken glass as soon as possible with glass of the same or better weight and quality.
 - b) An owner of a unit must not substitute or replace any exterior glass, with glass of a kind that will alter the external appearance of the unit such as reflective, coloured or tinted glass.
 - c) The Body Corporate will periodically organise the cleaning of external windows which may require special equipment to be cleaned. If an owner of a unit requires cleaning of the external surfaces of glass 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 requesting owner.
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COMMENTS:

Queries about windows.

Are all units insured together for windows?

Can windows be opened from inside? Which are the fixed windows

15. Use of Water Services

- a) Any blockage or damage to water, waste water or sewage services, or loss or costs incurred from damage to water services, caused by misuse or negligence of an owner shall be paid for by the owner responsible
- b) An owner of a unit shall ensure that leaking taps or pipes are repaired as soon as possible.

No Comments

16. Laundry

Permanent laundry lines will be set up for common use. An Owner of a unit:

- a) shall not without the prior consent of the Body Corporate erect or fix any permanent washing lines, or other such drying apparatus on to the exterior of the unit, or on to any exterior of any building, or on common property; and
- b) may make use of temporary clothes racks to hang laundry outside their unit.

No Comments

17. Security And Fire Systems

An owner must:

- a) comply at all times with the operating and maintenance instructions of any security, fire alarm or ventilation equipment in the unit; and
- b) cooperate with the Body Corporate during any emergency evacuation drills, and must observe and comply with all emergency evacuation procedures.

No Comments

18. Noise, Behaviour and Conduct

- a) 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 use and enjoyment of the unit title development by other owners.
- b) An owner of a unit must observe quietness when leaving or returning to the building between the hours of 11:00 pm to 7:00 am.
- c) The High Street Cohousing Group aspires to be a smoke free environment.

*HAPPY WITH THIS, no changes recommended
No Further Comments*

19. Pet Policy (2 pages)

Principles

- a) We welcome the inclusion of pets in our community.
- b) Pet owners should be considerate of their neighbours, and strive to avoid or minimise undesirable impacts including noise disturbance, and damage or soiling of common property and neighbouring properties.

Guidelines

- a) Unless there are complaints, indoor pets, and pets that never enter on Common Property are not subject to community restrictions.
 - b) Due to the potential impact of the expected numbers of cats and dogs living on the Development, prior consent from the Group will be required to keep a cat or dog. Operational details for pet consents will be decided through the Group decision making process.
 - c) It is the intention of the group that, over time, numbers will be reduced to no more than 3-4 cats, and 2-3 dogs through natural attrition.
 - d) Pets will not be allowed in the common house.
 - e) There may be further restrictions on dogs, including being on the leash while on common grounds. Details will be decided later.
 - f) Pet owners are responsible for repairing any damage done by their pet to common property, or neighbouring properties.
 - g) Pet owners are responsible for promptly removing any waste/droppings from their pet on common property, or neighbouring properties, with cat owners jointly responsible for any cat droppings discovered on common property.
 - h) Pet owners are expected to take all reasonable measures so their pet is not a nuisance to other residents.
 - i) Any behaviour by a pet which concerns a resident should first be discussed with the pet owner. If the problem cannot be resolved directly, it can be brought to the Body Corporate / Group.
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COMMENTS:

a. add "well behaved" pets. (Too subjective to define "well behaved")

e. leave out further restrictions on dogs from the BC rules

Queries. Neutering (Affects Cats, since they are currently allowed to roam). How to determine number of animals.(concensus!-Min)

Statement of Intent – We Support all animals being Neutered (I feel this is not necessary for animals that do not roam freely- Min)

Are hens/bees a pet? - Not private pets. They will be located on common property so keeping these must be agreed as a group. - Min

Recognize that some people or naturally more fond of cats / dogs, and residents have documented allergies.

20. Hazards, Insurance and Fire Safety

- a) An owner of a unit must not bring onto, use, store, or do, in any unit or any part of the common property anything that:
 - i) increases the insurance premium on the unit title development, or makes void or voidable any policy of insurance effected by the Body Corporate; or
 - ii) is in breach of any enactment or rule of law relating to fire, insurance, hazardous substances or dangerous goods, or any requirements of any Territorial or Public Authority; or
 - iii) creates a hazard of any kind; or
 - iv) creates a nuisance or unacceptable ~~smell~~ or odour of any kind; or
 - v) affects the operation of fire safety devices and equipment, or reduces the level of fire safety in the unit title development.
- b) If an owner breaches this Rule, then that owner is liable for the cost of increased premium on any Body Corporate insurance policy and for any other cost, damage or loss incurred or suffered by any other owner or the Body Corporate resulting from that owner's breach of this Rule.
- c) *Reference section on Breach*

Comments:

ii. Reword as – Comply with any requirements specified on insurance policy.

iii. Creating hazards includes not storing bicycles, toys, tools, etc properly, and riding bikes without due care on common property

21. Firearms Policy

All gun owners must hold a current Firearms License

Owners will comply with any policy on firearms as decided in the Group Decision Making Process – including the possibility that guns may be required to be kept off site.

The Firearms Policy and Rules may not be inconsistent with any provision of the Act, or any other act or rule of law.

COMMENTS:

Why not just abide by "Firearms Act". Licensed owners & guns locked away

Add Statement of intent – We would prefer that no firearms be stored on the premises.

What about air rifles, bows, etc?

22. Notice of Damage, Defects, Accidents or Injury

- a) 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.
- b) Any cost to repay any such damage or defect shall be paid by the owner that caused or permitted the damage or defect.

No Comments

23. Leasing a **Private Unit** [This does not include Guest Accom]

An owner of a unit must:

- a) provide a full, up to date copy of these Rules to any tenant or occupier of the unit and inform such tenant or occupier that they must observe these Rules, as amended from time to time, and obtain and provide to the Body Corporate a written acknowledgement from such tenant or occupier that a copy of these Rules has been received and will be observed by them;
 - 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 or occupiers of the unit and promptly notify the Body Corporate in writing of any changes to such details; and
 - c) inform any tenant or occupier of the unit that the mode of service under the Act is by email or phone; and
 - d) when absent from Dunedin for a period exceeding two weeks, appoint the Body Corporate or some reasonably accessible agent, to act as their attorney in respect of their Unit and shall notify the Body Corporate of such appointment; and
 - e) in the event that the attorney is not reasonably accessible, or in the event that the Owner does not make any appointment or notify the Body Corporate thereof, the Body Corporate shall be deemed to be the attorney of the registered Owner of the Unit for the purposes of exercising the rights of the Owner in respect of any lease or tenancy or use of the Owner's Unit during such absence.
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COMMENTS:

Definition of Tenant? Def of Occupier is at beginning of document. Short term rental 2-3 months?

a. NOTE that DCC unit will potentially be a permanent rental. Do we require all tenants to attend meetings?

C & d. inform in person followed by email or phone. OR in writing

Need to discuss Air B&B / Short term rentals. Should short term rentals of private units that do not impact wider community be controlled by body corp rules? eg. Tenant uses front door exit, and does not make use of common facilities.

d. 2 weeks may be too short to require appointing an agent, increase to 30 or 60 days?

24. Guest Accommodation

I wonder if we should have rules for use of Guest Accommodation separate from Body Corp rules, as guest accommodation will fall under use of common facilities – like the workshop & laundry. Min

25. Cohousing Working Bees and Administration Duties

In accordance with Cohousing principles, administration, routine cleaning and maintenance of grounds, facilities, Common House and all other common property, and non-routine improvement projects involving the common areas will be shared by the unit Owners and occupiers.

The following items for how work contributed by individual members may be organised are suggestions only, for the purpose or further discussion, with the outcome to be decided using the Group Decision Making Process.

- a) Working Groups will be organised for gardening, cleaning, and ongoing scheduled maintenance, and for one-off improvement through the Group Decision Making Process.
 - b) There will be an organiser / committee responsible for organising the work
 - c) There may be multiple working groups operating at the same time, focusing on different projects, with some way to notify the Group members of various working group schedules.
 - d) All Owners and adult (and teenage?) occupiers of the Units in the Development will contribute 40(?) hours per year of their time towards working on the common areas, and/or Group administration.
 - e) A log will be kept on hours contributed.
 - f) Hours **may / may not** be traded, or bought out at the rate of \$20 per hour, which will be paid into the Operating Cost Fund / Commons Development Fund
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COMMENTS:

d: Query, how many hours of contributed work is normal for other Cohousing groups? 30-52 hours? Hours can be adjusted as we go, may need more hours when we first start

d. Children & teens contribute hours based on age, eg 10 year old contributes 10 hours, up to 20 hours. OR make it voluntary/optional for children, including adult children.

F: make the rate current living wage. Track it monthly or quarterly – more often than annually. Exempt from paying this for long term illness

f: Some members feel rate should be higher so it includes a punitive element. Others feel they don't want reluctant ppl in the working group just to avoid paying a "fine". (I feel nothing in our community should be designed to be punitive – Min.)

f. Include a statement of intent that paying out work hours should not be the preferred choice. Limit the percentage of hours that can be paid out.

Is there some way to acknowledge those who contribute more?

26. Cohousing Shared Meals (2 Pages)

In accordance with Cohousing principles, Owners and residents will commit to having shared meals at regular intervals. The following items for shared meals are suggestions only, for the purpose of further discussion, with the outcome to be decided using the Group Decision Making Process;

- a) Eating common meals is voluntary.
 - b) Preparing (or organising for purpose of item h) common meals **is not** voluntary.
 - c) The Group will prepare xx meals per week in the Common House, with the schedule for shared meals to be decided by the Group.
 - d) The meals will be prepared by a team of 2-4 persons for however many eaters sign up for the meal xx days in advance, and the team will also clean up after the meal. The team may draw on the Food Account set up by the Body Corp to cover the cost of food, up to the amount of \$6(?) per adult, and \$4(?) per child under 10, who has signed up to eat.
 - e) The price per person for the shared meal will be set at a flat rate of \$6(?) per adult and \$4(?) for a child under 10 years, and this must be paid before commencing the meal by internet banking/cash in box/etc into the Food Account.
 - f) Each adult Owner or Unit occupier will be involved in meal preparation once every xx weeks.
 - g) When planning shared meals, the team will take into consideration dietary requirements of Group members, including providing a vegetarian / specific-allergy-trigger free / kosher / etc option.
 - h) With the goal of focusing on Sharing Meals rather than on cooking for large groups, a NZ-style potluck option could be considered as a “shared meal”. The meal preparing team will be responsible for organising the potluck to ensure a balanced meal, setting up, and cleaning up afterwards. No money will be charged, but every family eating will bring a plate.
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COMMENTS:

Roles in Shared meal Organisation: Planning, Cooking, Preparing, Purchasing, Cleanup, Setup tables

Need more discussion on payment method & amounts, Monthly account? Children's rates? No charge for preschool children?

H: Remove H from Body Corp rules. Doesn't need to be a rule

27. Register of Owners [REQUIRED]

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

- a) the unit Owner's full name; and
- b) the unit owner's address for service, telephone number and email address, and preferred method of contact; and
- c) the name, contact details, and preferred method of contact of any representative of the unit owner; and
- d) the name, contact details, and preferred method of contact of any agent appointed by the unit owner, where the owner has leased or licensed the unit and the owner is absent from New Zealand for a period exceeding two weeks.

28. Dispute Resolution and Mediation

- a) If a dispute cannot be resolved directly between residents, there will first be an attempt to resolve it using the Group Decision Making Process as outlined in Schedule 2
- b) If a dispute is not resolved through Rule 28.a), parties must use the following mediation procedure before commencing legal proceedings:
 - i) The party who wishes to resolve a dispute must give a notice of dispute to the other party stating the nature of the dispute.
 - ii) The other party will either agree to proceed with the mediation or agree to attend a preliminary meeting with the mediator to discuss whether mediation would be helpful in the circumstances. If it is decided that mediation would be helpful then the parties will agree on a mediator within Seven (7) days of the written notice being received.
 - iii) The parties must co-operate with the mediator in an effort to resolve the dispute.
 - iv) The mediator may engage an appropriately qualified expert to give an opinion on technical matters. The cost will be a mediation cost.
 - v) If the dispute is settled, the parties must sign a copy of the terms of the settlement.

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- vi) If the dispute is not resolved within Fourteen (14) days after the mediator has been appointed, or within any extended time that the parties agree to in writing, the mediation must cease.
 - vii) Each party must pay a half share of the mediator's fee and costs including travel, room hire, refreshments etc.
 - viii) The terms of settlement bind the parties, and the terms of settlement may be used as evidence in any arbitration or other legal proceedings.
 - i) To protect the confidentiality of the mediation, the parties agree that written statements given to the mediator, or to one another, and any discussions between them or between them and the mediator during the mediation are not admissible by the recipient in any legal proceedings. This clause will not apply if either party seeks urgent interlocutory relief from any court.

29. Duties of the Body Corporate

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

- a) keep in a state of good repair the Common property and all services, improvements or amenities on or used in conjunction with the Common Property.
- b) insure and keep insured all buildings and other improvements on the land to the replacement value (including demolition costs and associated professional fees such as architects fees). [REQUIRED]
- c) do all things reasonably necessary for the enforcement of any contract of insurance entered into by it.
- d) 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 common property or buildings on the common property.
- e) subject to the Act, do all things reasonably necessary for the enforcement of the Rules.
- f) hold AGMs at least once a year, and send out a notice of the meeting to all members as required by the ACT. [REQUIRED] Add note about Quorum?
- g) cause minutes to be kept of general meetings of the Body Corporate including a record of all resolutions [REQUIRED]
- f) fund administrative and operating expenses, as detailed in Schedule 3. Including to:

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- i) 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 any insurance premiums, repairs and the discharge of any obligations of the Body Corporate;
 - ii) determine from time to time the amounts to be raised for the purposes aforesaid;
 - iii) raise amounts so determined by levying contributions on the Owners in proportion to the Unit Entitlement of their respective Units.
- g) establish the long-term maintenance plan, as in Schedule 4, and maintain a **Long Term Maintenance Fund** sufficient to fulfil the plan.**[REQUIRED]**
 - h) establish and maintain a **Commons Development Fund** for the purpose of improving and developing Common Property and Facilities.
 - i) prepare proper accounts relating to all money of the Body Corporate and its income and expenditure. **[REQUIRED]**
 - j) send a copy of the annual accounts to each Owner before each AGM and present the accounts to such meeting.**[REQUIRED]**
 - k) 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.**[REQUIRED]**

30. Powers of the Body Corporate

The Body Corporate may:

- a) Borrow any money necessary to enable it to adequately perform its duties or exercise its powers.
- b) Establish and maintain accounts at a bank and nominate three (3) persons of whom any two (2) may operate the account.
- c) 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.
- d) Recover the expenses incurred by the Body Corporate in taking any action or proceedings against a Owner as a result of the wilful or accidental breach of any of these Rules and/or any by-laws and/or regulations made by the Body Corporate by such Owner or occupier.

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- e) The Body Corporate may from time to time, and by a 75% majority resolution of Group members present, amend these rules or make additional rules, regulations and bylaws for the use and enjoyment of common property or any part thereof. The quorum in a meeting to amend the Rules requires Group members present or by proxy who comprise 75% of those entitled to vote.

31. 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 that breach immediately upon becoming aware of such breach. Where the Body Corporate notifies the Defaulting Owner that the Body Corporate requires the breach to be rectified (“Default Notice”) and the Defaulting Owner fails to rectify such breach with a reasonable period of time and in any event by 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 to include but are not limited to entering the Defaulting Owner’s unit to do such works and remove such items which are the subject of the Default Notice or breach.

Schedules

Schedule 1: Vision Statement of 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.

Within this vision, the aims are:

- *To design, construct and maintain a cohesive community whose layout, buildings and services demonstrate the highest practical standards of sustainable human settlement.*

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- *To develop and foster a living environment which uses clear communication, decision making and conflict resolution guidelines that promote tolerance, safety, respect and co-operation.*
 - *To assist in education and public awareness of sustainability by demonstrating and promoting innovative community design and environmentally responsible construction*

Schedule 2: 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 interpersonal difficulty and can’t proceed*
- *Red* *I have a process observation, i.e. we are off topic 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 facilitator calls first on anyone holding a black card. 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. Then the chair calls on 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 should 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.

Schedule 3: Provisional Body Corporate Annual Fees & Levies at September 2018

Unit #	Unit Value (GST incl)	Individual prop value (Ex GST)	% ownership	Insurance	Long Term Maint Contrib	Maintenance - commons	Power - commons	Sundries - commons	Admin	Contingency	Body Corp Fees	Weekly charge
H1	840,141	730,557	6.4%	1,179	639	544	224	367	153	128	3,235	62.20
H2	844,506	734,353	6.4%	1,186	643	546	225	369	154	129	3,251	62.53
H3	846,275	735,891	6.4%	1,188	644	547	225	370	155	129	3,258	62.66
C1	349,870	304,235	2.7%	491	266	226	93	153	64	53	1,347	25.90
C2	346,489	301,295	2.6%	486	264	224	92	151	63	53	1,334	25.65
C3	346,489	301,295	2.6%	486	264	224	92	151	63	53	1,334	25.65
C4	346,489	301,295	2.6%	486	264	224	92	151	63	53	1,334	25.65
C5	346,489	301,295	2.6%	486	264	224	92	151	63	53	1,334	25.65
C6	346,780	301,548	2.6%	487	264	224	92	151	63	53	1,335	25.68
D1	532,072	462,671	4.0%	747	405	344	142	232	97	81	2,049	39.39
D2	533,447	463,867	4.1%	749	406	345	142	233	97	81	2,054	39.50
D3	533,447	463,867	4.1%	749	406	345	142	233	97	81	2,054	39.50
D4	531,119	461,843	4.0%	746	404	344	141	232	97	81	2,045	39.32
D5	533,447	463,867	4.1%	749	406	345	142	233	97	81	2,054	39.50
D6	533,447	463,867	4.1%	749	406	345	142	233	97	81	2,054	39.50
A1	656,583	570,942	5.0%	922	500	425	175	287	120	100	2,528	48.61
A2	653,405	568,178	5.0%	917	497	423	174	285	119	99	2,516	48.38
A3	650,204	565,395	4.9%	913	495	421	173	284	119	99	2,503	48.14
A4	653,405	568,178	5.0%	917	497	423	174	285	119	99	2,516	48.38
A5	654,133	568,811	5.0%	918	498	423	174	286	119	100	2,518	48.43
A6	661,386	575,118	5.0%	928	503	428	176	289	121	101	2,546	48.97
M1	394,088	342,685	3.0%	553	300	255	105	172	72	60	1,517	29.18
M2	445,964	387,795	3.4%	626	339	289	119	195	81	68	1,717	33.02
M3	559,078	486,155	4.3%	785	426	362	149	244	102	85	2,152	41.39
	13,138,753	11,425,003	100.0%	18,445	10,000	8,500	3,500	5,740	2,400	2,000	50,585	
						Incl \$5k scaffolding for gutter cleaning		Incl Rubbish, Cleaning & Pest Control		Approx 5% of Op costs, excl LT Maint		

Schedule 4: Long Term Maintenance Plan