

TOIORA HIGH STREET BODY CORPORATE

High Street / 25 Alva Street

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1. Definitions

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

- a) These **Rules** are binding on all owners and occupiers of units in the Toiora High Street unit title development at 25 Alva Street, Dunedin.
- b) “**Body Corporate**” means the Body Corporate of Unit Plan No 548630 and has the same meaning in these Rules as it has in s75, 76 of the Act.
- c) “**Committee**” means the Body Corporate Committee, where the Body Corporate has delegated the relevant power or duty to the Committee.
- d) “**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.
- e) “**Commons Development Fund**” is the fund created and maintained by the Body Corporate for improvements to common areas, as in s119 of the Act, and is separate from other Operating Funds and the Long-Term Maintenance Fund.
- f) “**Common Property**” means the part of the development designated as such on the Unit Plan deposited with LINZ in accordance with the Act.
- g) “**Development**” means the unit title development at 25 Alva Street, Dunedin.
- h) “**Owner**” means the person(s) registered as owner of the unit.
- i) “**Occupier**” means any person who lives on the development.
- j) “**Regulations**” means the Unit Titles Regulations 2011.
- k) “**Resource Consent**” refers to consent number LUC-2014-319/B granted by the Dunedin City Council.
- l) “**Unit Entitlement**” means the value of an individual unit as a proportion of the total development. The Unit Entitlement proportion is used to determine the share of fees payable by the owner to the Body Corporate.

2. Interpretation

- a) Words referring to any gender include all genders, and words referring to the singular include the plural and vice versa.
- b) Where an owner is bound to do or refrain from doing anything under these Rules, the owner is required to procure similar compliance from their tenants, employees, agents and guests.

3. Owner's 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;
- b) complying with Body Corporate Rules;
- c) complying with legal requirements relating to the use of their unit;
- d) maintaining and repairing their privately owned area so that no damage is caused to other units or to common property;
- e) 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;

4. Owner's Rights

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

- a) attend the general meetings of the Body Corporate;
- b) take part in the decision making process 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;

5. 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 withheld.

6. Access to Units

Except in the case of emergency, when entry can be at any time, an owner or occupier 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:

- a) 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;
- 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 the common property;

- c) maintaining, repairing or renewing any walls or fences between Units;
- d) reading any utility meters;
- e) investigating the cause of, or deactivating any security or fire alarm sounding in the Unit.

7. Access to Common Property

An owner or occupier must not:

- a) interfere with or obstruct the reasonable use or enjoyment of the common property by other occupiers; 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.

8. Damage to Common Property

- a) An owner or occupier 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.
- b) The repair for damage caused or contributed to shall be paid for by the owner responsible.
- c) If the damage is caused by an occupier, then the owner of the unit to which the occupier is associated shall pay for the damage.
- d) If urgent repair is required to any common property, facilities or equipment, any member of the Body Corporate may take whatever necessary action is required to prevent further damage.

9. Use of Common Facilities

An owner or occupier must not:

- a) use any common facilities for any use other than the use for which those facilities were designed, and must comply with any conditions of use for such facilities;
- b) obstruct any part of the common property that is used as an entrance or access way to the development, or any easement area giving access to the development.

10. Vehicle Parking

- a) An owner or occupier 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.
- b) The Body Corporate may remove a vehicle from the development that it considers is parked in a manner that is in breach of Rule 10a) 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.

11. Aerials, Satellite Dishes, Signs and Air Conditioning Units

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

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

12. Rubbish & Waste Disposal

An owner or occupier:

- a) must dispose of rubbish, trade refuse and material for recycling promptly and tidily in areas designated for rubbish collection;
- b) 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 be charged to the owner responsible;
- c) must not burn any rubbish anywhere on the common property or in any unit.

13. Unit Cleaning and Maintenance

An owner must:

- a) ensure that their private outdoor areas are kept clean and maintained;
- b) 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 diminution in value shall ensue to the common property or any other unit, provided that nothing in this paragraph 13.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;

14. Exterior Glass

- a) An owner must replace any cracked or broken glass as soon as possible with glass of similar or better weight and quality.
- b) An owner must not substitute or replace any exterior window with another window or glass that will alter the external appearance of the unit.

15. Use of Water Services

- a) 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
- b) An owner shall ensure that leaking taps or pipes are repaired as soon as reasonably possible.

16. 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 observe and comply with all emergency evacuation procedures.

17. Pet Policy

- a) Pet owners must be considerate of other occupiers of the development, and strive to avoid or minimise undesirable impacts such as noise disturbance and damage or soiling of common property.
- b) Pets will not be allowed in the common house.
- c) Pet owners are responsible for repairing any damage done by their pet.

18. Hazards, Insurance and Fire Safety

- a) Owners and occupiers 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:
 - i) increases the insurance premium on the development or makes void or voidable any policy of insurance effected by the Body Corporate; or

- ii) is in breach of any regulation relating to fire, insurance, hazardous substances or dangerous goods; or
 - iii) creates a hazard of any kind; or
 - iv) affects the operation of fire safety devices and equipment, or increases the fire risk in the development.
- b) Any owner 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.
 - c) If the breach is caused by an occupier, then the owner of the unit to which the occupier is associated shall be liable for b)
 - d) The Body Corporate is liable for the insurance excess on claims made under the policy taken out by the Body Corporate. However, if the damage was caused by an owner or occupier, then the cost of the excess may be recovered from the owner of the unit to which the occupier is associated.

19. 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.

20. Notice of Damage and Defects

- a) Upon becoming aware of any damage or defect which has the potential to cause damage to common property or other units, an owner or occupier must notify the Body Corporate Committee.
- b) Repairs for any such damage or defect shall be paid for by the owner who caused or permitted the damage or defect.
- c) 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.

21. Leasing a Private Unit

An owner must:

- a) provide a full, up-to-date copy of these Rules to any tenant of the unit, inform such 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 such tenant that they have received a copy of these Rules and will observe them; and
- b) provide the Body Corporate with 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

- c) 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
- d) as 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
- e) 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.

22. Register of Owners

In compliance with s85 of the Act, and cl 4 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:

- a) the unit owner's full name;
- b) the unit owner's ownership interest;
- c) the unit owner's contact details and preferred method of contact, either post or email;
- d) the name, contact details and preferred method of contact of any representative or agent of the unit owner;

23. 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 it;
- b) insure and keep insured all buildings and other improvements on the land to the replacement value (including demolition costs and associated professional fees;
- c) do all things reasonably necessary for the enforcement of any contract of insurance it enters into;
- d) comply with any notice or order duly served on it by a local authority or public body, including the resource consent requirements for this development;
- e) subject to the Act, do all things reasonably necessary for the enforcement of the Body Corporate Rules;
- f) elect a Chairperson responsible for duties as imposed in cl 11 of the Regulations, including:

- i) organising and chairing Annual General Meetings and sending out a notice of the meeting to all members;
 - ii) causing minutes to be kept of general meetings of the Body Corporate, including a record of all resolutions;
 - iii) keeping financial accounts and records;
 - iv) signing documents on behalf of the body corporate.
- g) fund administrative and operating expenses, including to:
- i) establish and maintain an Operating Account 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;
 - ii) determine from time to time the amounts to be raised for the above purposes;
 - iii) raise amounts so determined by levying contributions on the owners in proportion to the unit entitlement of their respective units;
- h) establish the long-term maintenance plan, and maintain a Long-Term Maintenance Fund sufficient to fulfil this plan;
- i) establish and maintain a Commons Development Fund for the purpose of improving and developing the common property and facilities;
- j) 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.

24. 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 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;
- e) from time to time, amend these Rules or make additional Rules.

25. 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 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 within a reasonable period of time, 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 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.