

## **APPENDIX 2**

# **BODY CORPORATE RULES**

**for**

## **OHOPE BEACH RESORT**

**307 – 309 Harbour Road  
Ohope**



**Body Corporate Number: 387500  
(South Auckland Registry)**

# BODY CORPORATE RULES

## RULES THAT MAY BE AMENDED BY UNANIMOUS RESOLUTION

The Body Corporate rules set out in the Second and Third Schedules to the Unit Titles Act 1972 are repealed and the following rules submitted in their place:

### 1.1 Definitions:

In these rules, unless the content otherwise requires:

- “the Act”** means the Unit Titles Act 1972 and includes any statutory modification, amendment or re-enactment of that Act.
- “Body Corporate”** means the Body Corporate Number 380574 (South Auckland Land Registry) and/or the Committee where appointed under these rules (as the case may be).
- “Buildings”** means all the buildings on the Land.
- “Committee”** means the Committee from time to time appointed by the Body Corporate pursuant to these rules.
- “Committee’s Representative”** means a member of the Committee approved by it from time to time to represent it.
- “Common Property”** means those areas of the land, which are for use in common with the Proprietors of the other Units, and are comprised in the Unit Plan.
- “Company”** means “Ohope Point Apartments Limited” together with its successors and assigns.
- “Contractor”** means any contractor engaged from time to time by the Body Corporate to perform any manner of contract work.
- “Land”** means the land in the Unit Plan.
- “Letting Service”** means the business of letting Units to be conducted by the Manager.
- “Letting Service Rights”** means the provision of the services by the Manager incidental to the letting service including, without limitation:
- advertising and promotion;
  - offering Units for letting as serviced apartments or holiday accommodation;

- entering into agreements with travel agents, tourist agencies, recreational providers, and others;
- negotiating with persons to occupy or use Units for reward;
- conducting a managed conference facility;
- providing food and refreshments (with or without a liquor licence) through the Resident's Lounge / Café and kitchen facilities;
- terminating any agreement or arrangement for occupation or for use of the Units;
- collecting fees and other monies payable for occupation and use of the Units; and
- instituting proceedings for recovery of possessions of the Units or any fees or money payable for occupation or use of the Units.

**“Management Agreement”**

means the agreement in relation to the management control and administration of the Buildings entered into by the Body Corporate.

**“Manager”**

means any manager of the Buildings (whether incorporated or not) appointed under the Management Agreement from time to time.

**“Occupant”**

means any person within a Unit at any time including but not restricted to a Proprietor or tenant or visitor or guest.

**“Proprietor”**

means the person registered as Proprietor of a stratum estate in a Unit or Units on the Unit Plan, and any person under the control of the Proprietor and, for the purposes of the operating rules and procedures of the Buildings set out in Section 3 of these rules, includes any lessee or occupier of a Unit.

**“Project Manager”**

means such firm or suitably qualified person as the Vendor may employ from time to time to perform project management including tendering, supervision of construction, authorisation of variations and completion checks in connection with the planning, construction and completion of the Building.

**“Resident”**

means any person staying overnight within a Unit at any time including but not restricted to a Proprietor or tenant or visitor or guest.

**“Rules”**

means these rules and amendments made to them from time to time.

**“Secretary”**

means the secretary for the time being of the Body Corporate.

**“Security Key”**

means a key, magnetic card, fob or other device used to open and

close doors, gates, or locks, or to operate alarms, security systems, or communications systems in the Buildings.

- “Unit”** means a principal Unit of the Unit Plan and:
- a. unless the context otherwise requires, includes all accessory Units attached to that Unit.
  - b. in relation to any Proprietor or occupier means the Unit owned or occupied by that Proprietor or occupier.

**“Unit Entitlement”** has the meaning ascribed to it in Section 2 of the Act.

**“Unit Plan”** means the Unit Plan Number 380574 (South Auckland Registry).

## **1.2 Interpretation:**

In these rules, unless the context otherwise requires:

- a. words importing one gender include the other gender;
- b. Words importing the singular or plural include the plural and singular respectively;
- c. Headings and marginal notes are inserted for the sake of convenience and ease of reference only and do not form part of the text, and shall not affect the construction or interpretation of these Rules.

## **2.1 Duties of Proprietor:**

A Proprietor must:

- a. Permit the Body Corporate (or its agents or employees) at all reasonable hours, and at any time in the case of an emergency, to enter into and upon its Unit for any of the following purposes, that is to say:
  - (i) viewing the condition of the Unit;
  - (ii) installing, maintaining, repairing, or renewing any pipes, conduits, wires, cables, or ducts for the time being in, upon, or passing through its Unit and capable of being used in connection with the enjoyment of any other Unit or Common Property and repair, maintain, repaint, redecorate, replace, and keep clean the exterior of the Buildings of which the Unit forms part, the signs and all chattels, fixtures, and fittings (including without limitation stairs, lifts, elevators, air conditioning plant, ventilation systems, fire protection systems and fire escapes) and other apparatus or systems used, or intended, adapted or designed for use, in connection with any other Unit or with the Common Property or the enjoyment thereof and permit the Body Corporate to exercise the powers and duties in rule 2.2 of the Second Schedule;

- (iii) painting and refurbishing the exterior of the Unit pursuant to these Rules;
  - (iv) maintaining, repairing, cleaning, repainting, redecorating or renewing any Common Property;
  - (v) ensuring that the Rules are being observed;
  - (vi) without prejudice to any other rights, powers, and remedies of the Body Corporate (in the case of a default by the Proprietor) for maintaining any garden or ground pursuant to the subparagraph g. hereof;
  - (vii) obtaining any report and undertaking any work required pursuant to the provisions of the Building Act 1991.
- b. Comply in all respects with all Acts, bylaws, and regulations and Rules of the Body Corporate for the time being in force in the area in which its Unit is situated in so far as they relate to the use, occupation, or enjoyment of its Unit.
  - c. Forthwith and at all times carry out all work that may be ordered by any competent local authority or public body in respect of its Unit to the satisfaction of that authority or body.
  - d. Duly and punctually pay all rates, taxes, charges, and other outgoings from time to time payable in respect of its Unit to any local authority or public body and all sums properly levied in respect of its Unit by the Body Corporate.
  - e. Repair and maintain its Unit, and keep it in sufficiently good order, repair, and condition to ensure that no damage or harm or diminution in value shall ensue to the Common Property or any other Unit in the building of which its Unit forms part.
  - f. Make no additions or structural alterations to the Unit or an accessory or in any way alter the elevation or external appearance or decoration thereof without the consent of the Body Corporate. However, the consent of the Body Corporate shall not be unreasonably held.
  - g. Maintain any planting, garden or ground forming part of the Unit in a neat and tidy condition or as the Manager may determine in the manner appropriate to a first class residential Unit with any grass well mown and free from noxious weeds.
  - h. Ensure that the total number of residents of the Unit at no time exceeds two persons per bedroom without the express permission of the Body Corporate.
  - i. Ensure that the total number of occupants within any unit at any one time whether visitors or occupants shall not exceed twelve without the express permission of the Body Corporate.
  - j. Observe and comply and procure the observance and compliance of its visitors, agent, servants, and tenants with the rules of the Body Corporate relating to the control, management, security, safety, care, operation, cleanliness, and use of the Units and Common Property and for the preservation of good order, safety, comfort, and enjoyment of the occupants, thereof and visitors thereto and as may from time to time be in force and effect.

- k. Ensure at all times the safety of the complex particularly in relation to elevated balconies and terraces. No item of any kind that is capable of blowing down or falling from an elevated terrace or blowing away from any other location shall be permitted on any balcony, terrace, or Common Property. Particular attention shall be given to outdoor furniture. Umbrellas, canopies, wind-barriers, or screens of any kind are not permitted without the prior written approval of the Body Corporate.
- l. Well and substantially keep and maintain the exterior and structure of its Unit and any accessory unit including all common walls and all electrical and plumbing equipment, drains and other amenities, facilities and services, forming part of the Unit to ensure that no damage or diminution in valuation or enjoyment shall enure to any Unit, accessory unit, or Common Property.
- m. Make no alteration to the colour scheme or appearance of the exterior of its Unit.
- n. Not erect or permit any sign, decoration, lighting, nameplate, flag, accessory, object, or advertisement of any description to be affixed or exhibited on the exterior of the Buildings or from any external part of the Unit or accessory unit (including balconies and terraces), or from within the Unit being visible from the exterior, or on any part of the Common Property without obtaining the prior written consent of the Body Corporate (which shall be at the absolute discretion of the Body Corporate and may include directions as to position, size, colour, and style) and all necessary statutory and local authority approval.
- o. Make no alteration to the Common Property, terrace surfaces, balustrading, paving, or sealed areas.
- p. Not change the use of or make any alterations to the Unit, which would require alterations to be carried out to the remainder of the buildings without prior written consent of the Body Corporate being first obtained.
- q. Not use nor permit any Unit to be used for any purpose:
  - (i) other than residential use without the prior written consent of the Body Corporate, which consent may at any time and from time to time be revoked or varied by the Body Corporate provided that the power of revocation or variation shall not be unreasonably or arbitrarily exercised. A Proprietor shall not use nor permit the use of any accessory unit at any time comprised within the same stratum estate as the Unit for any purpose other than the purpose for which the accessory unit is designed or constructed. For the purposes of this rule use of a Unit as part of the Letting Service shall not be non-residential and shall, subject to the Rules, be a permitted use of the Unit;
  - (ii) of prostitution or any activity of the sex industry whether publicly or privately facilitated;
  - (iii) of the use or storage or distribution of illegal drugs;
  - (iv) which may be illegal or injurious to the reputation of the Proprietors of the buildings, which may interfere with the peaceful enjoyment of any other Unit or the Common Property, or which may interfere with the general management of the Buildings or the Land;

- r. Not interfere with or obstruct the Manager from performing the Manager's duties or interfere with or obstruct the Manager from using any part of the Common Property designated by the Body Corporate for use by the Manager;
- s. Ensure that they, and any of their guests or invitees comply with all security arrangements established and prescribed in respect of access to and security generally in respect of the buildings;
- t. Adhere to any security arrangements implemented by the Body Corporate which may, at the discretion of the Body Corporate, include (but not limited to) the following:
  - (i) the issue of Security Keys upon conditions, including payment of a deposit;
  - (ii) the right to refuse permission to any person unless prior notice of the identity of that person is given;
  - (iii) the right upon receiving a complaint from any person to remove any person from the buildings or to refuse admission to any person the Body Corporate considers is likely to be a nuisance, including the issuing of a trespass notice; and
  - (iv) the right to enter upon any part of the Buildings for the purpose of maintaining its security.
- u. Where the Unit receives the benefit of telecommunications services pay on demand by the Body Corporate the Proprietor's portion of the cost of providing those services and maintenance and upgrade of those services from time to time. If a relevant Proprietor does not do so, the Body Corporate may authorize the disconnection of any or all of the services provided to the Unit and recover the costs of the outstanding charges from the Proprietor.

## **2.2 Powers and Duties of Body Corporate - Mandatory:**

The Body Corporate shall:

- a. Repair, clean, repaint, redecorate and renew when required all parts of the Common Property including entrance ways, stairs, lifts, fire escapes, fences, grassed areas, gardens, timber walkways, paved and sealed areas, curbing, channeling, drainage and other services used, or intended, adapted, or designed for use, in connection with or enjoyment of the Common Property, and any chattels and fixtures and fittings attached to or intended for use within the Common Property;
- b. Repair and maintain all pipes, wires, cables, ducts, and all other apparatus and equipment of whatsoever kind and wheresoever situated which may be reasonably necessary for the enjoyment of an incidental right which may from time to time exist by virtue of section 11 of the Unit Titles Act 1972;
- c. Repair, maintain, clean, repaint, redecorate, and renew the exterior walls, windows and roof of the Buildings and any interior walls, ceilings and floors comprising part of the Common Property and prepare and maintain the fire protection systems servicing the Buildings when their condition so requires;

- d. On request, produce to any Unit Proprietor, or a registered mortgagee of any Unit, or any person authorised in writing by any Proprietor or registered mortgagee of any Unit, all policies of insurance effected by the Body Corporate under the provisions of section 15 of the Unit Titles Act 1972 and the receipt for the last premiums paid in respect thereof;
- e. Insure and keep insured all buildings and other improvements on the land to the replacement value thereof (including demolition costs and architect fees) against fire and such other risks as are set out in Section 15 (1)(b) of the Act;
- f. Obtain and maintain all necessary and appropriate public liability insurance on behalf of the Body Corporate and its Manager.
- g. Pay any other items or operating expenses of the Common Property or the Buildings which the Body Corporate considers reasonably necessary for the good management, up-keep or appearance of the Common Property and the Buildings including in particular a building management fee (but without limiting the generality of the forgoing);
- h. Issue a building warrant of fitness for the Buildings on the due date and obtain any necessary reports as required by Section 45 of the Building Act 1991.
- i. Determine from time to time the total number of residents that shall be permitted to reside within a Unit and also to determine from time to time the total number of occupants permitted to be within a Unit at any one time. The Body Corporate shall be permitted to delegate this responsibility to the Manager for any given period of time it may so determine, to exercise on his or her discretion.

### **2.3 Powers and Duties of Body Corporate – Optional:**

The Body Corporate may:

- a. Borrow any money necessary to enable it adequately to perform its duties or exercise its powers;
- b. Invest any money for the time being held by it (whether in a fund established under section 15 of the Unit Titles Act 1972 or otherwise) in any of the modes of investment for the time being authorised by law for the investment of trust funds;
- c. Establish a current account at a bank, and nominate for the purposes of this paragraph the signing authority for such account or nominate a trust account;
- d. Enter into any agreement with a Proprietor or an occupier of any Unit for the provision of amenities or services by it to the Unit or to the Proprietor or occupier;
- e. Grant to a Proprietor of a Unit or to anyone claiming through it any special privilege (not being a lease) in respect of the enjoyment of part or parts of the Common Property PROVIDED THAT any such grant shall be determinable by special resolution;
- f. Estimate the amounts of any contributions levied or to be levied against each Proprietor pursuant to Section 15 (2) of the Unit Titles Act 1972 and require the same to be paid

by each Proprietor in advance and provide for procedures for payment thereof by equal periodic installments or otherwise and may require additional or supplemental payments of amounts properly payable by each Proprietor in addition to any such estimated payments and may include in any such estimated or supplemental payments provision for payment of the wages, charges, or administrative expenses of any Manager or other employee or contractor engaged by the Body Corporate;

- g. Enter into any agreement with a duly incorporated management company or professional manager for a fixed period for the carrying out and management of the duties of the Body Corporate at such remuneration and upon such terms and conditions as the Body Corporate may approve;
- h. Enter into any agreement with a third party for the maintenance of any security systems on or relating to the Common Property or for the maintenance and repair of the Common Property;
- i. Settle and approve schemes for the exterior schemes and landscaping of the Units and for signs to be erected or painted on the Units or Common Property;
- j. Levy and require payment solely from a defaulting Unit Proprietor without the necessity of making an application pursuant to Section 33 of the Act or apportioning the liability to the Unit Proprietors as a whole of any fees, costs, or expenditures incurred in the recovery of a contribution or other lawful payment from such defaulting Unit Proprietor. For the purposes of this paragraph “a defaulting Unit Proprietor” shall mean a Proprietor whose Unit or Units substantially benefit from any repair, work or act carried out by the Body Corporate in pursuance of the Act or by or under any other Act where that Proprietor does not pay the share of expenditure allocated to it by the Body Corporate and also includes a Proprietor whose negligent act or omission or breach of rules by that Proprietor or by its tenant, leasee, licensee, or invitee, necessitates any repair, work or act to be carried out by the Body Corporate;
- k. Appoint and enter into an agreement with a Manager to provide for the management, control, and administration of the buildings the Common Property, and Units which agreement may provide, amongst other things, for:
  - (i) the cleaning, caretaking, security, supervision and service of the Common Property and any personal property vested in the Body Corporate and for the general repair, maintenance, renewal and replacement of that property;
  - (ii) provision of services to Proprietors including without limitation the provision of Letting Service Rights;
  - (iii) the supervision of any employees or contractors of the Body Corporate;
  - (iv) the control and supervision of the Common Property;
  - (v) maintenance of all building services; and
  - (vi) anything else which the Body Corporate agrees is necessary or desirable having regard to the operational and management requirements of the Body Corporate.

## **2.4 Committee of the Body Corporate :**

Where there are more than 3 Proprietors, the powers and duties of the Body Corporate shall be exercised and performed by a Committee, subject to any restriction imposed or direction given at a general meeting of the Body Corporate.

- 1.5 Until the first Annual General Meeting of the Body Corporate, the Proprietors of all the Units shall constitute the Committee. Thereafter, the Committee shall consist of such numbers of Proprietors, not being fewer than three, nor more than five as is fixed from time to time by the Body Corporate at an Annual General Meeting.

### **1.6 Election of Committee Members:**

The members of the Committee shall be elected at each Annual General Meeting, to hold office until the next Annual General Meeting. At each Annual General Meeting two of the Committee shall resign by way of automatic rotation to be determined by lot or such other method as the Body Corporate may determine from time to time, and the balance of the Committee shall be automatically re-elected together with such other Committee members that are elected at the Annual General Meeting, provided that no Committee member shall serve more than three consecutive turns without the approval of the Body Corporate at an Annual General Meeting.

The Body Corporate may by resolution at an Extraordinary General Meeting remove any member of the Committee before the expiration of his term of office of the member and appoint another Proprietor in place of the member to hold office until the next Annual General Meeting.

- 1.7 Any casual vacancy on the Committee may be filled by the remaining members of the Committee.

### **1.8 Proceedings of the Body Corporate Committee:**

The quorum necessary for the transaction of the business of the Committee may be fixed by the Committee and, unless so fixed, shall be 2 if there are not more than 3 members and 3 otherwise.

- 1.9 If the number of Committee members is reduced below the number which would constitute a quorum, the remaining members may act for the purpose of increasing the number of members to that number or of summoning a general meeting of the Body Corporate, but for no other purpose.

- 1.10 At meetings of the Committee all matters shall be determined by a simple majority of votes. In the case of equality of votes the chairman for the time being of the meeting shall have a casting vote as well as a deliberative vote.

- 1.11 Subject to any restriction imposed or direction given at a general meeting, the Committee may:

- a. Meet for the conduct of business, adjourn, and otherwise regulate its meetings as it thinks fit

PROVIDED THAT it shall meet when any member of the Committee gives to the other members not less than 7 days' notice of a meeting proposed by it, specifying the reason for calling the meeting;

- b. Employ for and on behalf of the Body Corporate such agents and employees as it thinks fit 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;
- c. From time to time elect one of its members to act as convener of the Committee;
- d. Delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation;
- e. Whenever it thinks fit, convene an Extraordinary General Meeting of the Body Corporate.

2.12 The Committee must:

- a. Keep minutes of its proceedings;
- b. Cause minutes to be kept of general meetings of the Body Corporate, and include therein a record of all resolutions;
- c. Cause proper books of account to be kept in respect of all sums of money received and expended by it, and the matters in respect of which all such income and expenditure is received or incurred;
- d. Prepare proper accounts relating to all money of the Body Corporate, and the income and expenditure thereof. A copy of such accounts will be sent to each Proprietor before each Annual General meeting of the Body Corporate, and these accounts shall be presented to each Annual General Meeting of the Body Corporate. It shall be the option of the Committee whether or not the accounts shall be audited by an independent Auditor;
- e. On application by a Proprietor or a mortgagee of a Unit, or any person authorised in writing by either of them, make the books of account and all minutes available for inspection at all reasonable times;
- f. Upon a requisition in writing made by Proprietors entitled to 25 percent of the total Unit entitlement of the Units, convene an Extraordinary General Meeting of the Body Corporate.
- g. Delegate a person who shall be the Body Corporate representative for the purposes of conferring with the Manager from time to time under the Management Agreement.

1.13 Except as provided in clause 2.9 of these rules, no act or proceeding of the Committee or of any person acting as a member of the Committee shall be invalidated in consequence of there being a vacancy in the Committee at the time of that act or proceeding, or of the subsequent discovery that there was some defect in the election or appointment of any person so acting, or that such person was incapable of being or had ceased to be such a member.

## 2.14 General Meetings of the Body Corporate

A general meeting of the Body Corporate, to be called the Annual General Meeting, shall, in addition to any other meeting, be held at least once in every calendar year and not more than 15 months after the holding of the last preceding Annual General Meeting. The first Annual General Meeting of the Body Corporate shall be held within 6 months after the date of the deposit of the Unit plan or of the first sale of a Unit, whichever is the later.

- 1.15 All general meetings of the Body Corporate other than Annual General Meetings shall be called Extraordinary General Meetings.
- 1.16 At least 14 days' notice of every general meeting of the Body Corporate specifying the place, the date, and the hour of the meeting, and the proposed agenda shall be given by the Secretary of the Body Corporate to all persons entitled to exercise a vote in accordance with the provisions of section 41 of the Unit Titles Act 1972 and of clause 2.24 of these Rules provided that accidental omission to give such notice to anyone so entitled shall not invalidate any proceedings at any such meeting.
- 1.17 Any notice required to be given under clause 2.16 of these Rules shall be sufficiently given if delivered personally to the person concerned, or emailed to a known functioning email address, or if left, or sent by letter posted to the person concerned, at the last address of that person notified to the Body Corporate, or if no such address has been so notified at that person's last known place of residence PROVIDED THAT if a Proprietor advises the Body Corporate in writing that it requires notices sent to it by post to be sent by registered post, a notice thereafter sent to it by post shall not be sufficiently given unless it is sent by registered post.
- 1.18 At a general meeting of the Body Corporate, the persons entitled, on an ordinary resolution, to exercise the voting power in respect of not less than two-thirds of the aggregate Unit Entitlements of the Buildings shall constitute a quorum.
- 1.19 Save as otherwise provided in these Rules, no business shall be transacted at any general meeting of the Body Corporate unless a quorum is present at the time. Proprietors participating by electronic means in accordance with 2.20 shall be deemed to be present at the meeting.
- 1.20 Any Proprietor may be permitted to participate in part or all of a general meeting of the Body Corporate by electronic means, be that by telephone link or video conferencing, provided such service is available and the cost of that participation is paid for by the Proprietor so participating. Any loss of such participation in the course of a meeting shall not render any part of the meeting or its resolutions invalid unless such loss reduces the participation in the meeting below the quorum.
- 1.21 If within half an hour from the time appointed for a general meeting of the Body Corporate a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the number of persons present and entitled to vote at the expiration of that half hour shall constitute a quorum.
- 1.22 At a general meeting of the Body Corporate, the chairman shall normally be the convener

of the general meeting if he or she is present. If there is no convener or if the convener is not present or is unwilling to act, a chairman shall be elected at the commencement of the meeting.

- 1.23 Save as otherwise provided by the Unit Titles Act 1972 or these Rules, all matters at a general meeting of the Body Corporate shall be determined by a simple majority of votes. In the case of equality of votes the chairman for the time being of the meeting shall have a casting vote as well as a deliberative vote.
- 1.24 Subject to the provisions of section 41 of the Unit Titles Act 1972, at any general meeting of the Body Corporate:
- a. When a poll is demanded the number of votes exercisable for each principal Unit shall be equal to the Unit Entitlement allocated to that principal Unit appearing on the Schedule to the Unit Plan and no separate vote may be exercised in respect of any accessory unit;
  - b. Any Proprietor which is a trust, company or other incorporated body may by resolution of its directors or other governing body (and provided that its constitution so permits) authorize such person as it thinks fit to act as its representative at any meeting of the Body Corporate or committee and shall notify the Body Corporate the name of the person so authorized and that person may exercise on behalf of the trust, company or other incorporated body at any meeting of the Body Corporate or committee the same powers on behalf of the Proprietor he or she represents as that Proprietor could exercise if it were an individual person.
- 1.25 At any meeting of the Body Corporate any person present and entitled to vote on the matter that is under consideration may demand a poll thereon, which shall be taken in such manner as the chairman thinks fit.
- 1.26 The result of the poll shall be deemed to be the resolution of the meeting at which it was demanded. Where a poll is not demanded, a declaration by the chairman that a resolution has been carried shall be conclusive evidence of that fact without proof of the number or proportion of votes recorded for or against the resolution.
- 1.27 Any vote to be cast at a general meeting of the Body Corporate may be exercised personally or by proxy. Where 2 or more persons are jointly entitled to exercise one vote and wish to do so by proxy, that proxy shall be jointly appointed by them and may be one of them. A proxy shall be appointed in writing. If only one of those persons is present at a general meeting and they have not appointed a proxy as aforesaid, he or she may exercise the vote.
- 1.28 If there is an equal number of votes for or against any matter, the matter shall be referred to a single arbitrator where the Proprietors can agree on one and otherwise the Arbitral Tribunal shall comprise three arbitrators. In either case, arbitration shall be conducted in accordance with the provisions contained in the Arbitration Act 1996 or any other Act in substitution for the Act for the time being enforced, and the decision of the arbitrator or arbitrators shall be final and binding upon all Proprietors and upon the Body Corporate.
- a. This rule does not apply to any difference, dispute, matter or question which in accordance with the Act or these Rules falls to be decided by the Body Corporate or by the Committee but where by the Act or by these rules the reasonableness of a decision of the Body

Corporate or of the Committee may be put in issue and is in dispute, such a dispute is one to which this rule applies.

1.29 Except where a unanimous resolution is required, a power of voting in respect of a Unit shall not be exercised unless all amounts accrued due and payable under the Unit Titles Act 1972 to the Body Corporate in respect of the Unit in respect of which the vote is exercisable have been duly paid.

1.30 If there is no Committee, the responsibility for the matters set out in clause 2.12 of these rules except paragraph (a), and the powers given to the Committee by clause 2.11 of these rules except paragraph (a), shall be those of the Body Corporate; and, unless the context otherwise requires, every reference in these rules to the Committee shall be read as a reference to the Body Corporate.

### **2.31 Body Corporate Secretary:**

A secretary, (who may or may not be a Proprietor) shall be appointed by the Body Corporate at its first Annual General Meeting for such term, at such remuneration, and upon such conditions as it may approve; and any secretary so appointed may be removed by the Body Corporate, either at a subsequent Annual General Meeting or at an Extraordinary General Meeting called for that purpose. At any such meeting the secretary shall have the right to attend and be heard.

2.32 The function of the secretary shall be to keep proper books of account in which shall be kept full, true, and complete accounts of the affairs and transactions of the Body Corporate and to carry out such other functions as may from time to time be delegated to him by the Body Corporate including but not limited to the obligation in each year to prepare a balance sheet showing the Body Corporate's financial dealings during that year, and within 6 months after each Annual General Meeting, send a copy of the latest balance sheet to every Proprietor.

### **2.33 Miscellaneous:**

The common seal of the Body Corporate shall not be used without the authority of the Body Corporate or of the Committee of the Body Corporate previously given. Whenever the seal is affixed to any instrument, that instrument shall be attested by at least 2 members of the Committee or at least one member of the Committee and the Secretary, or where an administrator has been appointed or there is only one Proprietor, by the administrator or that Proprietor.

### **2.34 Resolutions – Section 36 Certificates:**

Notwithstanding the provisions of Rule 2.33 relating to the Common Seal, the Secretary may in the name of and on behalf of the Body Corporate, give a Certificate pursuant to Section 36 of the Act to any person authorized in writing by any Proprietor to request such certificate.

1.35 For the purposes of these rules a special resolution means a resolution proposed at a general meeting of the Body Corporate of which at least 14 days' notice specifying the intention to propose the resolution as a special resolution has been given.

1.36 Where a resolution is proposed as a special resolution, the vote of the meeting shall be taken in the same way as if it had been proposed as an ordinary resolution and a poll had been demanded PROVIDED THAT a special resolution shall be deemed not to be carried unless persons entitled to exercise not less than three-fourths of the value aggregate Unit Entitlement of the Buildings vote in favour of it.

1.37 Notwithstanding anything to the contrary contained in these Rules, anything that may be done by the Body Corporate by resolution or by special resolution passed at a meeting of the Body Corporate, may be done by the Body Corporate by means of an entry in its minute book signed by each Proprietor without a meeting or any prior notice be required.

1.38 It shall not be necessary for the Body Corporate to hold an Annual General Meeting if everything required to be done at that meeting by resolution or special resolution is, within the time prescribed for the holding of the meeting done by means of an entry in its minute book in accordance to this rule.

1.39 Any such entry may be signed on behalf of a Proprietor or by an agent duly authorized in writing by that Proprietor.

1.40 For the purpose of this rule, any entry signed in accordance with this rule and permanently fixed in the minute book and purporting to have been signed for the purpose of becoming an entry, shall be deemed to be an entry accordingly, and any such entry may consist of several documents in like form, each signed by or on behalf of one or more Proprietors.

1.41 For the purpose of this rule, the term Proprietor shall mean and include each Proprietor and other person having the right to vote.

1.42 While the Company is the Proprietor of any Unit:

- a. it is entitled to use such Unit for display purposes;
- b. it may allow prospective purchasers of any Unit to inspect such display unit;
- c. it may use such signs, advertising, or display material in or about the display unit and Common Property as it thinks fit.

1.43 Where the Body Corporate or the Committee under these Rules resolves;

- a. to increase any fund established;
- b. to establish any new fund;
- c. levy further contributions on Proprietors.

The resolution or resolutions shall be unenforceable and of no effect until written notice of any resolution has been given to the Secretary, provided that this Rule shall not apply if the Body Corporate does not have a Secretary.

## **1.44 Letting Service**

- a. Notwithstanding anything expressed or implied elsewhere in these Rules, the Body Corporate may permit any Manager appointed under Rule 2.3 k. to act as the administrator and manager of the Letting Service as part of that Manager's duties and services.
- b. The Manager will be entitled to exercise on the Common Property the Letting Service and for that purpose the Body Corporate may enter into an appropriate agreement with the Manager on such terms and conditions as the Body Corporate may deem fit.
- c. Notwithstanding anything to the contrary contained in these Rules, the Manager may erect signs approved by the Body Corporate on the Common Property as may be reasonably necessary for the purpose of promoting the Letting Service.
- d. The Body Corporate shall not without the prior consent of the Manager:
  - (i) authorize any person to, nor permit any person nor any of its staff, nor itself, exercise the Letting Service or any letting service for the same or similar nature as that carried on by the Manager; or
  - (ii) license, lease, or grant restrictive or exclusive use of any part of the Common Property (other than the Manager) for the purpose of allowing any person to exercise the Letting Service or carry on any letting service.

1.45 Rules 2.1 to 2.45 (both numbers inclusive) may only be added to, amended or repealed by the unanimous resolution of the Proprietors.

## **RULES THAT MAY BE AMENDED BY RESOLUTION OF BODY CORPORATE**

### **1.1 Operating Rules and Procedures of the Buildings:**

- a. **Use of Accessory Unit:** A Proprietor shall not use or permit the use of any Accessory Unit at any time comprised within the same stratum estate as the Unit for any purpose other than the purpose for which the Accessory Unit is designed or constructed. Accessory Units shall be kept tidy and free of all litter.

### **1.2 Aerials:**

Except with the written consent of the Body Corporate a Proprietor shall not erect or fix to the buildings or employ any radio or television aerial or antennae or satellite dish or communications device or modem. Consent shall not be given unless the aerial or antenna is not visible from the outside of the Unit. If the Body Corporate considers that the rights or interests of the Proprietors of any Unit are being adversely affected by any aerial or antenna or communications device or modem, any consent previously given may be modified or withdrawn on 7 days' written notice.

### **1.3 Matters to be Directed to the Secretary:**

All notifications and requests for consideration of any particular matter to be referred to

the Committee or to the Body Corporate shall be directed to the Secretary and not the Chairperson or any member of the Committee. A Proprietor shall not directly instruct any Contractor unless so authorized. All requests for the Body Corporate to consider giving directions on a particular matter to a Contractor must be directed to the Committee's representative, who will in turn refer the requests to the Body Corporate for determination.

#### **1.4 Obstruction:**

Except as provided otherwise in these Rules, the Common Property, entrances, access ways, lobbies, lifts, stairways, and corridors shall not be obstructed or cause to be obstructed in any way by any Proprietor or used for any purpose other than ingress or egress to and from Units.

#### **1.5 Interior Maintenance**

- a. A Proprietor shall be responsible for the interior maintenance and decoration of the Proprietor's Unit;
- b. A Proprietor shall not employ any contractor or worker for the purpose of repairing or altering or making good any part of any Unit or any services to any Unit other than a contractor or worker appointed or approved by the Committee for such purpose or under supervision and to the satisfaction of the Committee, which may specify conditions under which the work shall be carried out. Nothing in this rule shall prevent a Proprietor from employing an interior decorator for the purpose only of decorating or redecorating the interior of any Unit;
- c. A Proprietor may, subject to the approval of the Committee, nominate and employ tradespersons for the purpose of repairing and making good any part of that Proprietor's Unit in an emergency. A Proprietor shall not directly instruct any contractors or workers employed by the Body Corporate unless instructed by the Body Corporate to do so.

#### **1.6 Windows:**

All windows shall be kept clean and if broken or cracked shall be promptly replaced by the Proprietor of the Unit (at the expense of the Proprietor or occupier) with new glass of the same quality, weight, colour and specification.

#### **1.7 Blinds, awnings, curtains, etc:**

- a. A Proprietor shall not erect external blinds or awnings, nor hang internal curtains or blinds visible from outside the Unit unless the colour and design of the curtains or blinds is approved by the Committee. In giving such approval, the Committee shall ensure as far as practicable that the curtains or blinds used in all Units present a uniform and orderly appearance when viewed from outside the Buildings. Proprietors shall as often as the need shall arise (in the opinion of the Committee) replace at each Proprietor's own costs, any curtains or blinds.
- b. A Proprietor must not cover or coat any window of a Unit with aluminium foil or

any other reflective or tinting material.

### **1.8 Name of Buildings and Directory:**

- a. In communications and references to and about the Buildings a Proprietor shall refer to the Buildings by the name and address “Ohope Beach Resort, 307-309 Harbor Road, Ohope”, and not by any other name reference or address.
- b. The Body Corporate shall maintain a directory of proprietors in Reception area of the complex. A Proprietor shall only be entitled to have the Proprietor’s name listed on the directory, giving access to the Proprietor’s Unit, upon application to the Committee. Nameplates on the directory shall be affixed by the Committee at the cost of the Proprietor and shall be in the form and style approved by the Committee.

### **1.9 Water, blockage of pipes, etc:**

- a. A Proprietor shall not waste water and shall ensure that all water taps in the Unit are promptly turned off after use and tap washers replaced when required.
- b. The toilets, wash basins, sinks, wastemasters, dishwashers, and any other apparatus or equipment attached to the water supply and drainage system, and all supply and waste pipes and drains, shall only be used for the purpose for which they were constructed. In particular a Proprietor shall not permit anything other than soluble or non-clogging material to be disposed of through the plumbing wastes, pipes, water closets or drains of the Unit.
- c. The responsibility for any damage or loss caused or cost of repair incurred or caused by misuse or negligence shall be borne by the Proprietor of the Unit in which the misuse or negligence occurred.

### **1.10 Notice of defects:**

A Proprietor, on becoming aware of any defect, damage or defilement to the exterior of the Buildings or the Common Property or the failure or defect of any of the Building’s services, shall notify the Body Corporate immediately. The Committee shall have the authority to make such repairs or renovations as the Body Corporate considers necessary for the safety and preservation of the Buildings (or, in an emergency, such repairs or renovations as the Committee considers necessary). The Body Corporate shall be entitled to recover the costs of the repairs or renovations from the Proprietor if the act or neglect of the Proprietor necessitated the repairs or renovations.

### **1.11 Cleanliness and removal of rubbish:**

- a. A Proprietor shall ensure that the Proprietor’s Unit is kept clean at all times and maintained in a manner appropriate to first class residential accommodation. A Proprietor shall ensure that all rubbish and recyclables are regularly collected from the Unit and not allowed to accumulate. All rubbish shall be disposed of in the approved smaller wheelie bins. Recyclables shall be put into the appropriate crate and green waste in the large wheelie bins or receptacles in time for removal on the usual days by the local authority or

by independent contractors when required to do so by the Body Corporate.

- b. A Proprietor shall not allow litter or rubbish to accumulate on the Common Property, and the cost incurred in removing any rubbish from or cleaning of any part of the common property where there is a breach of this rule shall be borne by the Proprietor responsible.
- c. In disposing of recyclables a Proprietor shall ensure that bottles are completely drained, cleaned and deposited in unbroken condition. Approved recyclable plastics shall be clean, crushed flat and without tops. Tins shall be clean. Cardboard and newspaper shall be folded and neatly stacked flat. All recyclables shall be placed in the appropriate crates provided in the basement. Green waste must be free of any other rubbish or contaminants. Non-recyclable rubbish must be securely contained in appropriate plastic rubbish bags before depositing in the wheelie bins in the basement. No loose material shall be placed in the wheelie bins. To minimize foul odours, food waste and any seafood must be independently and thoroughly wrapped before placing in plastic rubbish bags to deposit in wheelie bins.
- d. A Proprietor or occupier of a Unit shall not throw or allow to fall or permit or suffer to be thrown or fall any paper, rubbish, refuse, cigarette butts or other substances or liquid whatsoever in the lifts, out of the windows or doors or down the staircase, from balconies, from the roof or in passageways of the Buildings. Any damage or cost for cleaning or repairs caused by a breach of this rule shall be borne by the proprietor or occupier of the Unit concerned.

#### **1.12 Animals:**

- a. A Proprietor shall not keep a pet or pets including without limitations dogs, cats, birds or any other animals in the Unit or an Accessory Unit without the approval of the Body Corporate first obtained.
- b. Where the Body Corporate allows a pet to be kept in the Unit, the Body Corporate shall be entitled to impose such conditions, restrictions or controls on the keeping of such pet or pets in the Unit as the Body Corporate sees fit and the Body Corporate may withdraw, amend or modify those conditions, restrictions or controls on reasonable notice from time to time.
- c. Without limiting the Body Corporate's discretion, a Proprietor shall ensure that any pets to be kept or proposed to be kept in the Unit are of a species or breed which is suitable for being kept in a residential apartment building.
- d. Nothing in this rule shall restrict or limit the general powers of the Body Corporate to lay down and impose rules, regulations or controls, for the proper clean and efficient management and control of the Building and the Land and/or for the purposes of the quiet enjoyment by the Proprietors and other occupants of the Buildings.
- e. The Body Corporate delegates its powers under sub clauses a. – e. (inclusive) of this Rule to the Manager.

#### **1.13 No dangerous substances:**

A Proprietor shall not permit anything to be done nor bring nor keep anything in the

Unit or in an Accessory Unit, in the Buildings which may create a fire hazard, or which increases the rate of fire insurance on the Buildings, or which may contravene the fire regulations, or the rules, regulations, ordinances or bylaws of any authority having jurisdiction over the Buildings or the services supplied to the Buildings.

**1.14 Conduct and noise:**

A Proprietor shall not make or permit any objectionable noise in the Buildings or on the common property nor interfere in any way with the peaceful enjoyment of other Proprietors or lessees or occupiers of other Units or those having business with them or of any person lawfully using the Common Property.

**1.15 Heavy Objects:**

A Proprietor shall not, without the prior written consent of the Body Corporate, bring into or install in or permit to be brought into or installed in the Buildings or the Unit any goods, merchandise, machinery, plant or any other object of such weight, nature or description as shall impose or throw upon the Buildings any stress, strain or weight likely to damage, weaken or cause any movement or structural defect in the Buildings or any part of it. All damage done to the Buildings by installing, moving or removing heavy objects shall be made good and paid for by the Proprietor who, or whose agent, causes the damage. Before any heavy article is moved into or out of the Buildings at least 24 hours' notice in writing of the intention to move such article shall be given to the Body Corporate, and the moving of the article into or out of the Buildings shall only be done under the supervision of a responsible person approved by the Body Corporate.

**1.16 Security:**

- a. A Proprietor shall keep the Proprietor's Unit secure and all doors and windows locked and fastened whenever the Unit is unoccupied.
- b. A Proprietor cannot install or permit to be installed, any security system on any Unit or on Common Property without the prior written consent of the Body Corporate.

**1.17 Leasing**

- a. A Proprietor shall ensure that any tenant, licensee or occupier of the Proprietor's Unit has received a copy of these rules (and any amendments).
- b. Each Proprietor whose Unit is occupied by a tenant or person(s) other than the actual Proprietor is deemed by virtue of being that Proprietor to have appointed both the Manager and the Secretary severally to treat with such tenant or such other persons as if the Manager or the Secretary were the Proprietor, and more particularly to:
  - (i) Give warnings if the rules and regulations of the Body Corporate are being breached;
  - (ii) Give notice of termination of the tenancy;
  - (iii) Arrange for entry to the Unit and eviction of the tenant or such other person;

- (iv) Recover payment for contribution to damaged property;
- (v) Check on the internal condition and cleanliness of the Unit from time to time;

AND undertake other attendances, inspections, and actions available to a Landlord

The Secretary and the Manager shall have no liability to the Proprietor so long as the exercise of these powers is carried out in compliance with standard practice.

**1.18 Lifts:**

- a. A Proprietor shall observe the terms of any notice or instructions displayed in any lift by authority of the Body Corporate or any statutory authority, and shall observe and comply with any notice or instructions of the manufacturer of the lifts.
- b. The lifts installed in the Buildings are primarily intended for the carriage of passengers. When goods are being carried in any lift protective equipment supplied by the Body Corporate is to be used as designed, and the cost of repairing any damage caused through the use of the lifts for purposes other than passenger carriage may be charged to the Proprietor for the damage.

**1.19 Air conditioning:**

A Proprietor shall comply with operating instructions for any air conditioning equipment and shall, when necessary, use protection devices provided to ensure that the design performances of the air conditioning equipment are achieved as far as possible. A Proprietor shall not erect or install any air conditioning unit or equipment within the Unit or onto or through the exterior of the Unit without the prior approval of the Body Corporate.

**1.20 Emergency contact:**

Any Proprietor not resident within the Unit shall advise the Committee of the Proprietor's private address, e-mail address, fax and telephone/cell phone numbers or, if the Proprietor is a corporation, of the secretary or other responsible person employed by the Proprietor, and shall keep the Body Corporate promptly informed of any change of such addresses or telephone numbers.

**1.21 Recovery of funds spent to rectify breach:**

Where the Body Corporate spends money as a result of a breach of the Act or of the rules by any Proprietor or the guest or licensees of any Proprietor, the Body Corporate shall be entitled to recover the amount so spent as a debt in any action in any court of competent jurisdiction from the Proprietor together with the Body Corporate's legal costs (on a solicitor/client basis).

**1.22 Fire drills and evacuation procedures:**

The Body Corporate may require the Proprietors to perform fire drills, and observe all necessary and proper emergency evacuation procedures, and the Proprietors shall co-

operate with the Body Corporate in observing and performing such rules and procedures.

### **1.23 Visitors and Guests**

The Committee shall determine from time to time the maximum number of visitors or guests any Proprietor or tenant may be permitted to invite or have on the Common Property. The Committee may delegate this responsibility to the Manager to exercise at his or her discretion.

### **1.24 Special rules for common property:**

The Committee may make special rules relating to the Common Property and its use and enjoyment. These rules shall be complied with by all Proprietors. Such rules shall not be inconsistent with these rules and shall not derogate from any lease or easement in respect of the Common Property granted by all the Proprietors in accordance with the Act nor any special right or privilege given by the Body Corporate pursuant to these rules.

### **1.25 Use of recreational facility, swimming pools, spas, and gymnasium:**

The following conditions apply to the use of the gymnasium and swimming pools (together with the area surrounding the swimming pools) which may be used by the Proprietors in accordance with this clause:

- a. The gymnasium, games room facilities, petanque and tennis courts, spa pools, and swimming pools may only be used by a Proprietor and invitee of a proprietor or any other person entitled to use them between the hours nominated from time to time by the Body Corporate.
- b. Children under the age of 12 years may use the recreational facilities in a. above only if accompanied and supervised by an adult.
- c. Persons under the age of 18 years are not permitted to use the gymnasium unless supervised by a guardian or approved sport's trainer.
- d. Running, ball playing, noisy or hazardous activities are not permitted in the gymnasium, swimming pool areas, or within any part of the Common Property.
- e. The Committee may make rules and regulations from time to time relating to the gymnasium, recreational facility, and swimming pool and spa areas.
- f. A Proprietor shall not without the proper authority from the Committee operate, adjust or interfere with the operation of any equipment associated with the recreational facility, spas, or swimming pools, or add any chemical or any other substance to the swimming pool.
- g. The Body Corporate delegates its powers under sub clauses a. – f. (inclusive) of this Rule to the Manager.

### **1.26 Carparking:**

A Proprietor in relation to any Accessory Unit which is intended for use as a carparking

space shall:

- a. not use or permit the use of the Unit for any purpose other than a carpark for one motor vehicle only, unless given prior approval in writing by the Body Corporate;
- b. ensure that any motor vehicle parked in the Unit is parked completely within the marked lines of the Unit;
- c. not park any vehicle of any kind in any other location than within the allocated Accessory Unit;
- d. not spill oil or any other harmful substance on or in the Unit or any other part of the Building;
- e. follow all traffic directions given by the Body Corporate, whether permanent, temporary or in an emergency.
- f. not wash, clean or service or repair any motor vehicle, motorbike, quad bike, boat, or other motorised vehicle or motor in any part of the Buildings. Such activity shall only be permitted in the areas specifically designated for such purposes (if any) and then only in accordance with the directions given by the Body Corporate.
- g. ensure that no vehicle is to be parked as a result of its authorization or permission on any of the vehicle accessways and Common Property so as unreasonably to interfere with the use and enjoyment of other persons having the right to use such accessways or Common Property or to hinder access to any other carparking areas;
- h. not drive, operate or use or permit to be driven, operated or used on any of the carparking areas, vehicle accessways and common property any vehicle or machinery of a weight or nature which is likely to cause damage thereto and each proprietor shall be responsible for any loss, damage or injury caused or contributed to by such use of any such vehicle or machinery by such Proprietor or his lessee or occupier or by any servant, agent, tenancy, contractor or invitee of such Proprietor, lessee or occupier;
- i. not lease a carpark to anyone other than another Proprietor.

#### **1.27 Vehicles**

A Proprietor shall not park or stand a motor vehicle upon Common Property or interfere with or obstruct access by other persons in the Buildings.

#### **1.28 Storage Lockers**

Storage Lockers whether erected on Common Property or within an Accessory Unit, a Proprietor shall:

- a. Use such storage locker for the purpose of storing non-hazardous items only. A Proprietor is not to use the storage locker for any purpose which is illegal, creates a nuisance, is noisy, noxious, dangerous, or offensive.

- b. Indemnify the Body Corporate against all damage or loss resulting from any act or omission on the part of the Proprietor and the persons under the control of the Proprietor in respect of the use of such storage locker.
- c. Not assign, sublet or part with possession or the right to possession of the storage locker or any part of the storage locker other than to another Proprietor.

**1.29 Clothes Drying and Signs:**

- a. A Proprietor must not erect on the exterior of the Unit or on any balcony, terrace, or deck, a clothes line or apparatus for a similar purpose (either permanently or temporarily) nor hang to dry clothes, towels, or any other thing on or from the exterior of the Unit or on furniture or from anywhere on a balcony or terrace or Common Property. Where a common washing line is provided, this only shall be used for the purpose of clothes drying externally if desired.
- b. A Proprietor may not without the prior authority of the Body Corporate, erect any sign, placard, banner or other device for the purpose of advertising a Unit "For Sale" or "For Lease" or any other purpose.

**1.30 Security Key**

- a. If the Committee restricts the access of any Proprietor to any part of the Common Property for security purposes, the Committee may make available to the Proprietor free of charge the number of Security Keys which the Committee considers necessary. The Committee may charge a reasonable fee for any additional Security Key required by the Proprietor.
- b. A Proprietor must exercise a high degree of caution and responsibility in making a Security Key available for use by an occupier of a Unit and every holder of a security key must first be registered with the Manager. The Proprietor must take all reasonable steps to ensure return of all Security Keys to the Proprietor or the Manager.
- c. A Proprietor in possession of a Security key must not duplicate or permit the Security Key to be duplicated and must take all reasonable steps to ensure that the Security Keys is not lost or handed to any person other than another Proprietor and is not disposed of otherwise than by returning it to the Proprietor or Manager.
- d. A Proprietor must promptly notify the Committee if a Security Key is lost, stolen or destroyed.

**1.31 No Statements:**

No Proprietor shall make any statements or issue any press or other media release about the Buildings, or the Body Corporate, or any activity or event that occurs within the complex without the consent and approval of the Committee in writing first obtained to the form and content of such statement or release.

**1.32 Outdoor Furniture:**

A Proprietor shall comply with the specifications and standards laid down by the

Committee from time to time for the type of and placement of items on the balconies, terraces, or decks of a Unit and shall comply with the requirements of the Committee in terms of the prescribed number, style and design of any landscaping elements, outdoor furniture, screening, planting, decoration, art work, or pot plants.

**1.33 Removals:**

A Proprietor shall give the Manager reasonable prior notice of any plans to shift furniture and other effects into and out of a Unit and or through the Common Property or any Accessory Unit. A Proprietor shall ensure that any removals take place continuously and expeditiously and the Proprietor shall comply with the requirements laid down by the Manager for the hours of use of lift, lobbies, stairwells, loading bays, driveways and docks.

**1.34 Breaches and Penalties:**

- a. A person who contravenes or fails to comply with any provision of these Rules or any lawful direction given under them shall be guilty of a breach of these Rules.
- b. A person guilty of a breach of these Rules must remedy that breach immediately they become aware of it and in any event within seven days after notice from the Manager or Committee requiring them to do so.
- c. A drunken idle or disorderly person found in or upon the Common Property may be summarily ejected and removed from the Buildings by a security officer or a member of the New Zealand Police.

**1.35 General:**

The duties and obligations imposed by these rules on the Proprietors shall be observed not only by the Proprietor but also by the occupiers of the Units and the Proprietors' and occupiers' guests, employees, agents, workers, children, invitees, licensees and tenant.

**1.36** Rules 3.1 to 3.34 (both numbers inclusive) may be added to, amended or repealed by resolution of the Body Corporate at a general meeting.