

RULES OF BODY CORPORATE NO. 420253

"SELWYN COURT"

The body corporate rules set out in the second and third schedules to the Unit Titles Act 1972 are repealed and the following rules substituted in their place:

I. DEFINITIONS AND INTERPRETATION

Definitions

I.1 In these Rules, unless the context otherwise requires:

"Act" means the Unit Titles Act 1972 and includes any statutory modification or re-enactment of that act.

"Body Corporate" means body corporate number 420253 (North Auckland Registry).

"Building" means the buildings on the Land.

"Committee" means the committee from time to time appointed by the Body Corporate.

"Common Property" means the Common Property comprised in the Unit Plan.

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

"Proprietor" means a person registered as a proprietor of a stratum estate in a Unit on the Unit Plan.

"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.

"Unit Plan" means unit plan number 420253 (North Auckland Land Registry).

"Unit" means a principal unit on the Unit Plan:

- (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.

Interpretation

I.2 In these Rules, unless the context otherwise requires:

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

RULES THAT MAY BE AMENDED BY UNANIMOUS RESOLUTION

Duties of Proprietor

- 2.1 A Proprietor shall in relation to any Unit of which that Proprietor is the registered proprietor:
- (a) permit the Body Corporate (or its agents or employees) at all reasonable hours to enter the Unit for any of the following purposes:
 - (i) viewing the condition of the Unit;
 - (ii) maintaining, repairing, or renewing any pipes, conduits, wires, cables, services, ducts or plant in, upon, or passing through the Unit and capable of being used in connection with the enjoyment of any other Unit or Common Property;
 - (iii) maintaining, repairing, or renewing any Common Property;
 - (iv) ensuring that the Rules are being observed.
 - (b) comply in all respects with all legal requirements for the time being in force in the area in which the Unit is situated in so far as they relate to the use, occupation or enjoyment of the 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 the Unit to the satisfaction of that local authority or public body;
 - (d) duly and punctually pay all rates, taxes, charges and other outgoings from time to time payable in respect of the Unit to any local authority or public body and all sums properly levied in respect of the Unit by the Body Corporate;
 - (e) repair and maintain the interior of the Unit, and keep it in sufficiently good order, repair and condition to ensure that no damage, harm, or diminution in value occurs to the Common Property or any other Unit;
 - (f) make no additions or structural alterations to the Unit, or in any way alter the exterior elevation or external appearance of the Unit or alter the exterior colour scheme, without the written consent of the Body Corporate;
 - (g) make no alteration to any paved or sealed areas without first obtaining the written consent of the Body Corporate, such consent being available at the sole discretion of the Body Corporate;
 - (h) not tamper with the Building security system or devices (regardless of whether physical or electronic, including window safety stays), or adjust any security codes, without Body Corporate approval, or disclose any common security codes to anyone who is not a resident.

Powers and duties of Body Corporate

- 2.2 The Body Corporate shall:

- (a) repair and maintain all chattels, fixtures and fittings, lighting, stairs, lifts, elevators, fire escapes, fences, grassed areas, gardens, paved and sealed areas, curbing channelling, drainage and other services used, or intended, adapted, or designed for use in connection with the Common Property or the enjoyment of the Common Property;
- (b) repair and maintain all pipes, wires, cables, ducts, and all other apparatus and equipment of whatsoever kind and wheresoever situate 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) insure and keep insured all buildings and other improvements on the land to the replacement value thereof (including demolition costs and architect's fees) against fire and such other risks as are set out in section 15 (1) (b) of the Unit Titles Act 1972.
- (d) on request, produce to any unit Proprietor, or a registered mortgagee of any unit, or any person authorised in writing by any unit Proprietor or registered mortgagee of any unit, all policies of insurance effected by the Body Corporate under the provisions of section 15 (1) (b) and (c) of the Unit Titles Act 1972 and the receipt for the last premiums paid in respect thereof.
- (e) repair and decorate and refurbish the common areas and pay for such services and items as the Body Corporate shall consider appropriate for the good appearance and management thereof.
- (f) permit exterior structural alterations or the making of any exterior additions to the units by any Proprietor only with the unanimous approval of all the persons entitled to vote at a general meeting of the Body Corporate.
- (g) repair, maintain, refurbish, paint and redecorate the exterior of any Unit, the Building, and the Common Property from time to time when condition so requires. Any costs incurred shall be included in the Body Corporate budget either as a general or special levy;
- (h) pay any other items, taxes (such as GST) or operating expenses of the Common Property or of the body corporate which the body corporate considers reasonably necessary for the good management or appearance thereof.
- (i) provide for the ongoing maintenance of the common areas and shared services including the onsite stormwater detention tank.
- (j) comply with all other provisions of section 15 of the Act.

2.3 The Body Corporate may:

- (a) borrow any money necessary to enable it to adequately 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 Act 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 trust account, and nominate the Secretary to operate the 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, or for the provision of amenities or services by a Proprietor or occupier to the Body Corporate or another Proprietor or occupier of a Unit;
- (e) grant to a Proprietor, or to anyone claiming through the Proprietor, 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, and that any such grant shall not be inconsistent or conflict with any lease or easement affecting any part of the Common Property granted by all the Proprietors in accordance with the Act;
- (f) enter into any agreement with a Body Corporate secretary for the carrying out of the secretarial duties of the Body Corporate at such remuneration and upon such terms and conditions as it may approve;
- (g) settle and approve schemes for the exterior colour and landscaping of the Units and for signs to be erected or painted on the Common Property; and
- (h) levy, and require payment from a defaulting Proprietor, without the necessity of making an application pursuant to section 33 of the Act or apportioning the liability to the Proprietors as a whole, and any fees (including solicitor/client fees), costs or expenditure incurred in the recovery of a contribution or other lawful payment shall be recoverable from such defaulting Proprietor. For the purposes of Rule 2.3(h) "a defaulting Proprietor" means a Proprietor whose Unit substantially benefits from any repair, work or act carried out by the Body Corporate pursuant to the Act, or by or under any other act, or pursuant to these Rules, where that Proprietor does not pay the share of expenditure allocated to the Proprietor by the Body Corporate, and also includes a Proprietor whose negligent act or omission, or breach of Rule by that Proprietor, or that Proprietor's tenant, lessee, licensee or invitee necessitates any repair work or act to be carried out by the Body Corporate.

Committee of the Body Corporate

- 2.4 Where there are more than three 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. Any expenditure over \$5,000.00, not being expenditure which the Body Corporate is legally obliged or previously authorised to incur, shall be referred to a special general meeting of the Body Corporate.
- 2.5 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 number of Proprietors fixed from time to time by the Body Corporate at an annual general meeting.

Election of Committee members

- 2.6 The members of the Committee shall be elected at each annual general meeting to hold office until the next annual general meeting provided that, unless the Committee consists of all the Proprietors, the Body Corporate may by resolution at an extraordinary general meeting remove any member of the Committee before the expiration of the term of office of the member and appoint another Proprietor in place of the member to hold office until the next annual general meeting

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

Proceedings of Committee

- 2.8 The quorum necessary for the transaction of the business of the Committee may be fixed by the Committee and, unless so fixed, shall be two if there are not more than six members and three if there are more than six members.
- 2.9 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.
- 2.10 At meetings of the Committee all matters shall be determined by a simple majority of votes. In the case of equality of votes the chairperson for the time being of the meeting shall have a casting vote as well as a deliberative vote.
- 2.11 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 seven days' notice of a meeting proposed by the member, 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; and
 - (e) whenever it thinks fit, convene an extraordinary general meeting of the Body Corporate.
- 2.12 The Committee shall:
- (a) keep minutes of its proceedings;
 - (b) keep minutes of general meetings of the Body Corporate, and include a record of all resolutions;
 - (c) keep proper books of account in respect of all money received and spent 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 of the Body Corporate (provided that it shall be at the option of the Committee whether or not such accounts shall be audited by an independent auditor)

and the Committee shall arrange for a copy of such annual accounts to be sent to each Proprietor before each annual general meeting of the Body Corporate, and for the accounts to be presented to each annual general meeting of the Body Corporate;

- (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; and
- (f) upon a written requisition made by Proprietors entitled to 50% of the aggregate unit entitlement of all of the Units, convene an extraordinary general meeting of the Body Corporate.

2.13 Except as provided in Rule 2.9, no act or proceeding of the Committee or of any person acting as a member of the Committee shall be invalidated because of 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.

General meetings

2.14 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 every calendar year and not more than 15 months after the holding of the preceding annual general meeting. The first annual general meeting of the Body Corporate shall be held within three months after the date of the deposit of the Unit Plan or of the first sale of a Unit, whichever is the later.

2.15 All general meetings of the Body Corporate other than annual general meetings shall be called extraordinary general meetings.

2.16 At least seven days' written notice of every general meeting of the Body Corporate specifying the place, the date, the hour of the meeting, and the proposed agenda, shall be given by the Secretary to all persons entitled to exercise a vote in accordance with the provisions of section 41 of the Act and of rule 2.23, provided that accidental omission to give written notice to anyone so entitled shall not invalidate any proceedings at any meeting.

2.17 Any notice required to be given under Rule 2.16 shall be sufficiently given if delivered to the person concerned 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 by email when acknowledged by the party orally or by return email or otherwise in writing, or if no address has been notified, at that person's last known place of residence or place of business in New Zealand. However, if a Proprietor advises the Body Corporate in writing that the Proprietor requires notices to be sent to the Proprietor by registered post, a notice sent to the Proprietor by post shall not be sufficiently given unless it is sent by registered post to that proprietor's place of residence or place of business in New Zealand.

2.18 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 one third of the Units shall constitute a quorum.

2.19 Except as otherwise provided in these Rules, no business shall be transacted at any general meeting of the Body Corporate unless a quorum is present.

2.20 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.

- 2.21 At a general meeting of the Body Corporate the chairperson shall be the Secretary of the Body Corporate.
- 2.22 Except as otherwise provided by the Act 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 chairperson shall not be entitled to a second or casting vote.
- 2.23 Subject to the provisions of section 41 of the Act, at any general meeting of the Body Corporate whether or not a poll is demanded, the number of votes exercisable for each Unit shall be equal to the unit entitlement allocated to that Unit appearing on the Schedule to the Unit Plan, and no separate vote may be exercised for any accessory unit.
- 2.24 Any Proprietor which is a company or other incorporated body may (so long as the company or incorporated body is empowered to do so by its articles or constituting document), by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Body Corporate or Committee, and it shall notify the Body Corporate of the name of the person so authorised. That person may exercise on behalf of the company or other incorporated body at any meeting of the Body Corporate or Committee the same powers on behalf of the Proprietor that the person represents as that Proprietor could exercise if it were a person.
- 2.25 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 which shall be taken in such manner as the chairperson thinks fit.
- 2.26 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 chairperson 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.
- 2.27 Any vote to be cast at a general meeting of the Body Corporate may be exercised personally or by proxy. Where two 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, that single person may exercise the vote.

Notwithstanding anything to the contrary in these rules, any proxy held by the Secretary can be used at a general meeting to enable the Secretary to transact the business of the Body Corporate however the Secretary is not entitled to use a proxy to appoint a Body Corporate Secretary or to entrench itself as the Secretary to the Body Corporate or to vote against any motion to remove it from the position of Secretary to the Body Corporate.

- 2.28 If there is an equal number of votes for and against any matter, the matter shall be referred to a single arbitrator where the Proprietors can agree on one, and otherwise to two arbitrators, one to be appointed by each group of Proprietors to the matter in difference and, if the arbitrators are unable to agree, then to their umpire to be appointed by them before entering upon the consideration of the matter submitted to them. 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 that act for the time being in force. The decision of the arbitrator, arbitrators or their umpire shall be final and binding upon all Proprietors and upon the Body Corporate.

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

Secretary

- 2.30 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 the Body Corporate may approve. 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.
- 2.31 The function of the Secretary shall be to keep proper books of account which shall record full, true, and complete accounts of the affairs and transactions of the Body Corporate and to carry out such other functions as are delegated to the Secretary by the Body Corporate.

Resolution by minute book entry

- 2.32 (a) Notwithstanding anything to the contrary contained in these Rules, anything that may be done by the Body Corporate, by resolution or 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 being required.
- (b) 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 with this Rule.
- (c) Any such entry may be signed on behalf of a Proprietor by an agent duly authorised in writing by that Proprietor.
- (d) 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 the Proprietors.
- (e) For the purpose of this rule the term Proprietor shall mean and include each Proprietor and any other person having the right to vote.

Common seal

- 2.33 The common seal of the Body Corporate shall not be used without the authority of the Body Corporate. Whenever the seal is affixed to an instrument, the affixing of the seal shall be attested by at least two Proprietors or, where an administrator has been appointed or there is only one Proprietor, by the administrator or that Proprietor.

Section 36 certificates

- 2.34 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 authorised in writing by any Proprietor to request such certificate and:
- (a) the common seal may be affixed to the certificate without further authority; and
 - (b) the affixing of the common seal may be witnessed by the Secretary alone.

Miscellaneous

- 2.35 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.
- 2.36 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 of the votes and not less than three-fourths of the number of votes exercisable in respect of all the Units vote in favour of it.
- 2.37 If a Proprietor wishes to dispute a resolution of the Body Corporate, and such Proprietor is unable (because of the total number of Units comprised in the Unit Plan) to make an application to the High Court pursuant to sections 42 or 43 of the Act, the Proprietor may refer the resolution in dispute to the arbitration of a single arbitrator if all the Proprietors can agree upon one, otherwise to two arbitrators (one to be appointed by the Proprietors who supported the resolution, and one to be appointed by the Proprietors who opposed the resolution) and their umpire, in the manner provided by the Arbitration Act 1996 or any statutory modification or re-enactment of that act. Any questions or differences between the Proprietors concerning the powers and duties of the Body Corporate, including the interpretation or enforcement of the Rules, or as to the rights, duties or liabilities of the Proprietors, shall be referred to arbitration in like manner.
- 2.38 Where the Body Corporate under these Rules resolves:
- (a) to incur any expenditure on the part of the Body Corporate;
 - (b) to increase any fund established;
 - (c) to establish any new fund; or
 - (d) 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.

Additional Use Provisions

- 2.39 Rules numbered 2.1 to 2.38 (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

- 3.1 **Restriction on Use** – A Proprietor shall not use:
- (a) Any Unit or the carpark units, use or permit their unit to be used for any purpose other than as a private residence and not for any purpose which is illegal or may be injurious to the reputation of the unit development or of the proprietors or occupiers of units or which may interfere with the peaceful enjoyment of another unit by the proprietor or occupier thereof or which may interfere with the general management of the unit development ("unit development" shall mean the land on which the principal units, accessory units and Common Property are situated).
 - (b) Use any Unit or the Common Property in such a manner as unreasonably to interfere with the use and enjoyment thereof by other proprietors, lessees, licensees or occupiers and in particular shall not drive, operate or use or permit to be driven, operated or used on the Common Property any vehicle or machinery of a weight or nature which is likely to cause damage to the Common Property and each Proprietor shall be responsible for any loss, damage or injury to such Common Property caused or contributed by the use of such proprietor or any lessee, licensee, occupier, servant, agent, sub-tenant, contractor, guest or invitee of such proprietor of any vehicle or machinery and shall forthwith after any such damage or injury as aforesaid takes place, repair or cause such damage to be repaired at that proprietors own cost
- 3.2 **Noise:** A Proprietor shall not make or countenance any undue noise in or about the Common Property, nor make or permit any objectionable noises in their Unit or upon the land that in any way interferes with the peaceful enjoyment of other proprietors or occupiers of units or those having business with them or any other person lawfully using the Common Property.
- 3.3 **Pets:** A Proprietor or occupier or his/her agents, tenants and invitees of any Unit shall not keep or allow any dog, cat, bird or other similar small domestic animal or pet on the common property without the prior written consent of the committee of the Body Corporate which consent may at any time be withdrawn. A Proprietor or occupier of any Unit may keep only one small dog, or one cat or one bird or other similar small domestic animal or pet ("animal") in the Unit, provided:
- (a) the proprietor or occupier obtains the consent in writing of the body corporate prior to occupation of the Unit (which consent shall not be unreasonably withheld) to the keeping of such an animal; and
 - (b) in the case of an animal being approved by the body corporate:
 - (i) such an animal does not interfere with the quiet and reasonable enjoyment of the other proprietors or occupiers or create a nuisance; and,
 - (ii) if any such animal creates a nuisance in the opinion of the body corporate (for instance, a dog barking excessively) shall, if the nuisance is continued, after one letter of warning from the body corporate be removed from the property permanently at the request of the body corporate; and
 - (c) the keeping of such an animal does not breach any regulations of the territorial authority or a breach of the Act.

- 3.4 **Illegal Purposes:** A Proprietor may not use or permit a Unit to be used for any purposes which is illegal or may be injurious to the reputation of the Proprietors or the development or in any way interfere with the peaceful enjoyment of any other unit or the Common Property.
- 3.5 **Fires:** A Proprietor shall not allow any fire or incinerator or barbeque (unless it is gas fired and of commercial certified manufacture) to be ignited in or upon the unit, the Common Property or any part thereof.
- 3.6 **Rubbish:** No Proprietor shall place any rubbish on any Common Property or in any part of his or her Unit visible from the Common Property or roadway or in any place or way which could detract from the amenities of the unit development and other than in "wheelie" bins or other purpose built receptacle. Wheelie bins and other receptacles shall be located within a Proprietor's Unit so as not to be visible from the Common Property and shall only be placed at the kerbside on the appropriate collection day.
- 3.7 **Carparking:** Carparking areas within the Body Corporate shall be kept tidy and free of all litter and shall not be used for storage of any kind. No maintenance or repair work other than minor maintenance work shall be carried out on any motor vehicle located therein.
- 3.8 **Obstruction:** The drives paths, and other accessways on the land shall not be obstructed by any of the Proprietors of the Units or used by them for any other purpose than the reasonable ingress and egress to and from their respective units or accessory units and no Proprietor of a Unit shall park or stand or permit to be parked or stood upon Common Property any vehicle, caravan or boat except with the consent in writing of the secretary of the Body Corporate. A Proprietor of a Unit shall not obstruct, not deposit nor throw anything on any drive, path or entranceway not injure or any part thereof. No maintenance or repair work shall be carried out on any motor vehicle, boat, vehicle or apparatus in any such places or Common Property.
- 3.9 **Cleanliness:** A Proprietor of any Unit shall:
- (a) Not throw, or allow to fall, or permit, or suffer to be thrown or fall, any paper rubbish, refuse, cigarette butts or any other substances or liquids whatsoever out of the windows or doors. Any damage or costs for cleaning or repairs caused by breach thereof shall be born by the Proprietor of the Unit concerned;
 - (b) Store or leave anything on the Common Property or in any of the accessory units except in any area or areas that may from time to time be designated for that purpose by the Body Corporate or Committee;
 - (c) Keep all windows clean and if broken or cracked shall be promptly replaced by the Proprietor or occupier of the unit at his expense with fresh glass of the same or better quality and weight as the original; and
 - (d) Keep the Unit clean and maintained in a manner appropriate to quality residential accommodation. All practical steps shall be taken to prevent infestation by vermin and/or insects.
- 3.10 **Washing and Washing Lines, etc:** A Proprietor of any Unit shall not erect or fix any washing lines, lines, poles or other attachments without the consent in writing of the Body Corporate. A Proprietor shall not hang any clothes, washing or other items outside the Unit (in such a way as to be able to be seen from the outside of the Unit) or on any Common Property).

- 3.11 **No Dangerous Substances:** A Proprietor of any Unit shall not bring to, do or keep anything in a Unit which shall increase the rate of fire insurance on the buildings or any property on the land or which may conflict with the laws or regulations relating to fires or any insurance policy upon the buildings or any property on the land or the regulations or ordinances or any public authority for the time being in force.
- 3.12 **Blinds, Curtains, Awnings, Outdoor Furniture:** A Proprietor of a Unit shall not erect external blinds or awnings or umbrellas or place outdoor furniture on any deck nor hang curtains and/or blinds visible from the outside of the unit unless the colour and size of those external blinds or awnings or umbrellas or outdoor furniture or internal curtains and blinds is approved by the Body Corporate. In giving such approval the Body Corporate shall ensure so far as practicable the external blinds or awnings or umbrellas or outdoor furniture or internal curtains and blinds used in all units presents a uniform and orderly appearance when viewed from the outside of the unit development.
- 3.13 **Aerials:** A Proprietor shall not erect outside wireless, television aerials, Sky satellite dishes or antenna without the permission of the Body Corporate.
- 3.14 **Signs:** A Proprietor shall not exhibit, paint, affix, display or put on any part of the outside of any residential units any "for sale" or real estate agents sign or hoarding (other than one per unit inside a window), trade, business or professional or advertising sign or any notice or name board or banner or plate.
- 3.15 **Fences, Walls, etc:** A Proprietor may not erect any fence temporary structures building or shed on any unit or part thereof without the prior written consent of the Body Corporate and the immediately adjacent unit Proprietors. Any fence for which consent is given shall be of such design as is specified by the Body Corporate for such fences.
- 3.16 **Gardens:** A Proprietor shall not cut, trim, prune or damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common property or use for his or her own purposes as a garden any portion of the common property except with the prior written consent of the Body Corporate or Committee or manager thereof.
- 3.17 **Security:** The Proprietor any unit shall:
- (a) At all times comply with the operating instructions in respect of any security equipment installed in the unit or any joint owned accessory unit or Common Property;
 - (b) Fasten all doors and windows to his Unit on all occasions when the Unit is left unoccupied and the Body Corporate shall have the right to enter and fasten the same if left insecurely fastened and all Proprietors shall observe and perform all rules and regulations relating to the security of the unit development as the Body Corporate shall from time to time prescribe;
 - (c) Advise the Body Corporate of the private address (if different from the unit) and telephone number (including any mobile telephone number) and email address of the Proprietor or occupier or if the Proprietor or occupier is a corporation then of the Manager, Secretary or other responsible person employed by the Proprietor or occupier and shall advise the Body Corporate within seven days of any change of such address or telephone number. The Body Corporate shall at all times keep such information confidential.

- 3.18 **Fire Drills and Evacuation Procedures:** The Body Corporate shall have the right to require the Proprietor of any unit to perform, from time to time, fire or disaster drills and observe all necessary and proper emergency evacuation procedures and the Proprietor or persons under the control of the Proprietor shall co-operate with the Body Corporate in observing and performing such rules and procedures.
- 3.19 **Relationship to Management:** All requests for consideration of any particular matter that is to be referred to the Committee or to the Body Corporate shall be directed to the Secretary and not to the chairman or members of the Committee. Proprietors of Units shall not directly instruct any contractor or workmen employed by the Body Corporate unless so authorised.
- 3.20 **Recovery of Funds Expended to Rectify Breach:** Where the Body Corporate expends money to make good any damage or loss caused by a breach of the Unit Titles Act 1972 or of these rules by any Proprietor or occupier of a unit or the guest, servants, employees, agents, children, invitees, tenants or licensees of the Proprietor or occupier of a unit or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the Proprietor of the Unit at the time when the breach occurred.
- 3.21 **Special Rules for Common Property:** The Body Corporate may make special rules relating to the Common Property and its use and enjoyment. Any such rules shall be complied with by all Proprietors.
- 3.22 **No Smoking:** No smoking is permitted in any area designated as common property nor in any part of a Unit in view of any common property or any other Unit.
- 3.23 **Ordinary Resolution:** The preceding rules 3.1 to 3.22 (inclusive) may be added to, amended or released by resolution of the Body Corporate at a general meeting.
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