

**BODY CORPORATE RULES – [BC TO BE FORMED – COLLETT’S CORNER, CHRISTCHURCH]**

*The Unit Titles Act 2010*

**BODY CORPORATE OPERATIONAL RULES**

1. A owner or occupier of any unit shall not-
  - a) Use or permit their unit to be used for any purpose which is illegal or may be injurious to the reputation of the building:
  - b) Create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of any other unit or of any person lawfully using the common property:
  - c) Use the common property in such a manner as unreasonably to interfere with the use and enjoyment thereof by any occupier of any unit (whether a owner or not) or by the family or any visitor of any such occupier:
  - d) Use their unit or permit it to be used in such manner or for such purpose as to cause damage or a nuisance or annoyance or disturbance to any occupier of any unit (whether a owner or not) or to the family or any visitor of any such occupier:
  - e) Interfere with the efficient management of the building of which the unit forms part:
  - f) Allow plantings or plants or roots or foliage to encroach from their unit under, upon or over any other unit or the common property:
  - g) Except with the consent of the body corporate which consent may be withdrawn at any time, use or store upon their unit or the common property anything that may create a fire hazard, or which increases the cost of fire insurance on the building of which the unit forms part, or which may contravene the fire regulations, or the rules, regulations, ordinances or bylaws of any authority having jurisdiction over the building of which the unit forms part or those having businesses with them or of any person lawfully using the common property, other than that in the fuel tank of a motor vehicle or, in the case of liquid gas only, in a properly approved gas cylinder:
  - h) With respect to their unit and the common property, waste water or use any part of the plumbing systems including toilets, waste pipes and drains, for any purposes except for those for which they were constructed or designed or deposit any sweepings or rubbish or other unsuitable substances therein and as conditions to the foregoing-
  - i) The cost of rectification of any damage or blockage resulting to such plumbing systems from misuse or negligence shall be borne by the owner responsible whether caused by the actions of that owner or those of their lessees, tenants, visitors, agents or servants:
    - a. A owner or occupier of a unit shall give the body corporate prompt notice of any accident to or defect in any plumbing or electrical systems which shall come to the knowledge of the owner or occupier and the body corporate or its agent may, having regard to the urgency involved, examine such accident or defect and organise such repairs or renovations as it deems necessary:
  - j) Cause or permit any loss or damage to the common property including interior and exterior walls, fittings, lawn, garden, trees and plants situated thereon by reason of the use of such owner or occupier or of any tenant, servant, agent, agent, contractor, guest or invitee thereof:
  - k) Directly instruct any contractor or workmen employed by the body corporate unless authorised by the body corporate:
  - l) Paint, suspend, affix or display any signs, advertisements, notices, posters, placards, banners or like matter to or on any part of the building or on any part of the common property (including near or at the entranceway to the complex) nor do anything to vary the external appearance of their units without the prior written consent of the committee or of the body corporate:
  - m) Mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the consent of the body corporate which consent may at any time be withdrawn:
  - n) Deposit or throw upon the common property or another unit any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another unit or of any person lawfully using the common property.
  - o) 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 he shall be responsible for any loss, damage or injury to such common property caused, or contributed to, by the use by such owner or occupier or their agent, contractor or invitee of any vehicle or machinery and shall forthwith after any such damage as aforesaid takes place, repair or cause such damage to be repaired at the said owner's own cost:
  - p) Obstruct or use for any purpose other than for the reasonable ingress and egress to and from their respective units, any of the driveways, paths and other accessways on the land (including without limitation lifts, stairways, corridors) or any easement giving access to the land:
  - q) Move any furniture, piano, safe, goods, merchandise, machinery, plant or heavy object or article of such weight,

nature or description as will impose or cause any stress or strain or weight likely to damage, weaken or cause movement or structural defect to the building or any part thereof, into or out of the building or any unit or the land except in a manner (including the placement of protective screens) that ensures that no harm shall be caused.

- r) Place or erect on any part of their unit or the common property aerials or satellite dishes of any kind without the consent of the Body Corporate.
- s) Hang or display in such a way as to be visible from the street frontage of the building or place on the balcony, any washing, clothing, bedding or other such articles other than in designated laundry areas.
- t) Except with the consent of the Committee, paint, install, erect or allow the installation or erection for display or otherwise of any signs, advertisements, notices, posters, placards, hoardings, banners or like matter on any part of the exterior of the building or on any exterior window of the building or on any part of the common property. Any such consent may be given subject to such stipulations and conditions as the Committee sees fit to impose but it shall not be unreasonably withheld.
- u) Erect external blinds or awnings, nor hang internal curtains or blinds, visible from outside the unit, unless the colour and design of those is approved by the Body Corporate. In giving such approval, the Body Corporate shall ensure as far as practicable, that the curtains, blinds and awnings used in all units, present a uniform and orderly appearance when viewed from outside the unit. The owner shall, as often as the need shall arise (in the opinion of the Body Corporate) replace at the owners own cost, any curtains, blinds or awnings in the unit.
- v) Permit any studio or one-bedroom residential unit to be occupied by more than two persons and any two-bedroom apartment to be occupied by more than four people.

2. A owner occupier of any unit shall-

- a) Ensure that all floor space within their unit is covered by floor coverings to such an extent sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of the owner or occupier of any other unit:
- b) Take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of any other unit or of any person lawfully using the common property:
- c) Be allowed to keep any animal, such as a cat or small dog, on their unit or the common property provided that in the event it causes disturbance or nuisance to other unit owners then the Body Corporate may direct that the animal or pet be removed from the unit and common property.
  - a. Any owner of a unit who relies on a guide, hearing or assistance dog may bring or keep such a dog in a unit, and may bring such a dog onto the common property.
  - b. An owner of any animal or pet must ensure that any part of a unit or the common property that is soiled or damaged by the animal or pet must promptly be cleaned or repaired at the cost of the owner.
  - c. The removal of a pet may be required at any time by the secretary upon their receiving written complaints in the matter from the owners of 2 or more units:
- d) Immediately clean down any part of their accessory unit or the common property which has mud, oil or other residue thereon as a result of their washing down or using kitchen/laundry or parking:
- e) With respect to their unit or accessory unit, keep all windows accessible from their unit clean (the Body Corporate being responsible for the cleaning of those windows that are not accessible from their unit) and if any are broken or cracked promptly replace same with fresh glass of the same colour, quality and weight:
- f) Rubbish:
  - a. Maintain within their principal unit in clean and dry condition adequate covered receptacles and containers for garbage:
  - b. Ensure that before refuse is placed in the receptacles and containers it is securely wrapped or in the case of tins and other containers, completely drained:
  - c. Temporarily store such filled receptacles and containers within an inside area of their principal unit:
- g) Rubbish bins:
  - a. Ensure that rubbish bins are placed on the roadside in good time for collection on the next available collection date but not before that date:
  - b. Ensure that rubbish bin placed on the roadside on the collection day are in sound condition and are securely closed:
  - c. Ensure that goods and material of any kind other than authorised rubbish containers of a kind acceptable to the refuse collectors are not put out for collection on the roadside:
  - d. Promptly remove anything which the refuse collector may have declined to uplift or spilled from the said receptacles and containers and take such action as may be necessary to clear the area within which any spillage may have occurred:
- h) Be responsible for the cost of any special call out or other similar charge levied by any security or alarm or other

service provider in respect of any incident caused by them or their occupier or affecting their unit:

- i) Arrange directly with the relevant provider at their own cost for the replacement of any lost or damaged access passes or automatic door or gate opening devices which give access to the common property or for such additional passes or devices to be issued to them as they may require. The replacement of any lost or damaged keys to their unit shall be arranged by a owner or occupier directly with a locksmith of their choice at their own cost:
  - j) When creating a lease or tenancy or right of occupation of their unit in favour of some other person, provided that the unit has the right to be let, ensure that that person has received and perused and agreed to abide with these rules:
  - k) When creating a lease or tenancy or right of occupation of their unit, ensure that permitted uses are followed, as per the Co-Living Agreement.
  - l) Ensure that the duties and obligations imposed by these rules on the owners shall be observed not only by the owners but also by the occupiers of the units and the owners' and occupiers' guests, employees, agents, workers, children, invitees, licensees and tenants:
  - m) Advise the committee of the body corporate of the owner's private address and telephone number or, if the owner is a corporation, of the private address and telephone number of the secretary or other responsible person employed by the owner, and shall keep the body corporate promptly informed of any change in such address or telephone number:
  - n) On becoming aware of any defect or damage to any part of the building of which the unit forms part or defilement to the exterior of the building of which the unit forms part or the common property of the body corporate or the failure or defect of any of the building's services of which the unit forms part, shall notify the body corporate immediately. The committee of the body corporate shall have authority to make such repairs or renovations as the committee considers necessary for the safety and preservation of the building (or, in an emergency, such repairs or renovations as the committee of the body corporate considers necessary). The body corporate shall be entitled to recover the costs of the repairs or renovations from an owner if the act or neglect of a owner necessitated the repairs or renovations.
  - o) When using any of the shared spaces always ensure that they are returned to a condition as good or better than prior to their use.
  - p) When hosting guests in any of the shared spaces ensuring that they are at all times accompanied by a resident of the complex.
  - q) Ensure that all owners and occupiers adhere to the Collett's Corner Co-Living Agreement at all times.
3. Where the body corporate spends money as a result of a breach of the Unit Titles Act 2010 or of these rules by any owner, the body corporate shall be entitled to recover the amount spent as a debt in any action in any court or competent jurisdiction from the owner together with the body corporate's legal costs (on a solicitor/client basis).

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