

Schedule of Amendments

Body Corporate 85978 Operational Rules

St Paul's Apartments, 43 Mulgrave Street, Thorndon, Wellington

BACKGROUND

These Body Corporate operational rules (*the rules*) apply to Body Corporate 85978 and relate to the building commonly referred to as "St Paul's Apartments", which is a mixed-use unit title development located at 43 Mulgrave Street, Thorndon, Wellington. The building consists of common property, 114 principal units (being 112 residential units and 2 retail units) and 193 accessory units (being 69 car-parking units and 124 storage units) in a complex comprising 4 distinct blocks known respectively as Mulgrave, Molesworth, Aitken and Pipitea.

The rules have been drafted to assist in the enjoyment of the units by owners. The intent is not to make rules that are unreasonably restrictive and accordingly a fair and reasonable interpretation of these rules will apply, taking into consideration the location of the building and the multiple uses within it.

From time to time the Body Corporate Committee may issue guidelines or house rules to assist owners in complying with these rules. In the event of inconsistency between the rules and the guidelines or house rules, the rules shall take precedence.

OPERATIONAL RULES

The body corporate operational rules registered on 10 October 2012 under instrument number 9205327.1 are hereby revoked in full and are of no effect.

The body corporate operational rules in Schedule 1 of the Unit Titles Regulations 2011 are hereby added to and amended as follows:

- 1 **Interpretation of terms, and rules binding on owners, occupiers, employees, agents, invitees, customers, licensees and tenants**
 - 1.1 Terms defined in the Unit Titles Act 2010 ("Act") have the same meaning in these rules as they have in the Act, unless the context otherwise requires.
 - 1.2 These rules are binding on all owners and occupiers of units in the unit title development as well as the employees, agents, invitees, customers, licensees and tenants of all owners and occupiers of units in the unit title development.
 - 1.3 "Building" means the building known as "St Paul's Apartments" and situated at 43 Mulgrave Street, Thorndon, Wellington, which is a unit title development created under the Act and consisting of residential and retail units across 4 distinct blocks known respectively as Mulgrave, Molesworth, Aitken and Pipitea.
 - 1.4 "Building elements" as defined in section 5 of the Act are further defined as including:
 - (a) frames and hinges and closing mechanisms of external windows and doors; and
 - (b) glass and apparatus not able to be safely accessed from the Building interior, of external windows and doors.
 - 1.5 "Building Manager" means the manager engaged from time to time under rule 50 to manage the administration of the Body Corporate and all operational and maintenance obligations of the Body Corporate under direction of the Committee.
 - 1.6 "common property" has the meaning ascribed in section 5 of the Act.
 - 1.7 "Committee" means the body corporate committee established for the unit title development by the Body Corporate under section 112 of the Act.

- 1.8 "Owner" has the same meaning in these rules as it has in the Act, and for the purposes of these rules it also includes occupiers of a unit in the unit title development and the employees, agents, invitees, customers, licensees and tenants of all owners and occupiers of units in the unit title development, unless the context otherwise requires.
- 1.9 "Retail Units" means those units in the unit title development used by the relevant unit Owners for retail purposes, and more particularly being, at the date of registration of these rules, principal units 54 and 55 on Deposited Plan 85978.
- 1.10 "unit title development" means the unit title development under the Act for the Building known as St Paul's Apartments, and comprising of the individual units and common property set out on unit plan DP 85978 and registered with the Registrar-General of Land on or around 2 June 1998.

2 Interference with and obstruction of common property

2.1 An Owner of a unit must not:

- (a) interfere with the reasonable use or enjoyment of the common property by other Owners;
- (b) obstruct any lawful use of the common property by other Owners; and
- (c) restrict any light or air in any unit or common property, or obstruct or cover any windows, sky lights, lights or other means of illumination of any unit or common property.

3 Damage to common property

3.1 An Owner of a unit must not;

- (a) damage or deface the common property, and if any Owner does damage or deface the common property, such an Owner is liable for the rectification or repair of such damage or defacement;
- (b) drive, operate or use, or permit to be driven, operated or used, any vehicle or machinery on the common property of a size and weight that is likely to cause damage to the common property and any such damage caused or contributed to shall be paid for by the Owner responsible; and
- (c) install or place anything on the common property, or on any area providing access to the Building, and if any Owner does, the Body Corporate may remove the relevant item(s) installed or placed and may recover the costs of such removal from the Owner responsible.

4 Use of facilities, assets and improvements within the common property

- 4.1 An Owner of a unit must not use any facilities contained within the common property, or any assets and improvements that form part of the common property, for any use other than the use for which those facilities, assets or improvements were designed and constructed and must comply with any conditions of use for such facilities, assets or improvements set by the Body Corporate from time to time.
- 4.2 Any part of the common property that is used as an entrance or access way to the unit title development and any easement area giving access to the unit title development shall not be used by any Owner for any purpose other than for entering or leaving the unit title development and Owners shall at all times abide by the terms and conditions of any easement registered in respect of that easement area.

5 Metering of services and apportionment of costs of services

- 5.1 The Body Corporate must not seek payment or reimbursement for a cost or charge from any Owner that is more than the amount that the supplier would have charged the relevant Owner for the same goods or services.
- 5.2 If a supplier has issued an account to the Body Corporate, the Body Corporate cannot recover from any Owner an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the relevant Owner from the relevant supplier.
- 5.3 This rule 5 does not apply if the concession or rebate—
- (a) must be claimed by the Owner and the Body Corporate has given the Owner an opportunity to claim it and the Owner has not done so by the payment date set by the relevant supplier; or

- (b) is paid directly to the Owner as a refund.

6 **Storage units**

6.1 An Owner of a storage locker accessory unit ("storage unit") must:

- (a) use and secure that storage unit for storage purposes only and must not store anything flammable, hazardous or illegal in the storage unit;
- (b) ensure that items are not stored on or around the storage unit; and
- (c) ensure that the contents of a storage unit fits comfortably within the storage unit.

6.2 An Owner of a storage unit must provide the Body Corporate with access to and inside the storage unit if the Body Corporate reasonably believes that a breach of this rule 6 in relation to the usage of that storage unit has occurred. Any items that the Body Corporate finds in a storage unit that is in breach of this rule 6 may be removed by the Body Corporate at the cost of the Owner of the relevant storage unit.

7 **Balconies or patios**

7.1 An Owner or occupier of a unit may bring onto their balcony or patio, and may erect, fix, place or install on their balcony or patio, any outdoor furniture or pot plants, provided that the Owner or occupier of a unit must not store excess interior furniture or other items on the balcony or patio and must keep the balcony or patio in a clean and tidy condition at all times.

7.2 An Owner or occupier of a unit must ensure that any items brought onto and/or erected, fixed, placed or installed on their balcony or patio, must be secured by the relevant Owner or occupier of a unit to their balcony or patio in such a way as to not be at risk of being blown off or falling off their balcony or patio in high wind conditions.

8 **Vehicle parking**

8.1 An Owner of a unit must not park a vehicle or permit a vehicle to be parked on any part of the common property unless the Body Corporate has designated it for vehicle parking or the Body Corporate has given prior written consent.

8.2 An Owner of a unit that is designated for use as a vehicle park must:

- (a) not use the vehicle park for any purpose other than for the parking of vehicles owned or used by the Owner;
- (b) ensure that any lease or licence of their vehicle park to another owner of a unit or an owners tenant includes a covenant from the lessee or licensee to comply with these rules in all respects;
- (c) not do anything which will obstruct any other vehicle or other user of the common property and vehicle parking units and areas;
- (d) ensure their vehicle park is kept tidy and free of litter;
- (e) not spill or permit to be spilled oil or other deleterious substances on the floor of the common property or on the floor of any vehicle parking units and must ensure that the floor of their vehicle park is kept clean of all fluids that are spilt. Should an Owner's vehicle leak oil then the Body Corporate recommends the use of a drip tray under the Owner's vehicle to aid keeping the vehicle park clean at all times;
- (f) not use their vehicle park or permit it to be used for storage;
- (g) ensure that any vehicle parked in their vehicle park is parked within the boundaries of the vehicle park; and
- (h) observe the security requirements of the common property and vehicle parking units and areas and any policies or guidelines in force from time to time as imposed by the Committee.

8.3 The Body Corporate may remove a vehicle or other stored items from the unit title development that the Body Corporate considers is parked or stored in such a manner that is in breach of this rule 8, at the expense

of the owner of the vehicle or the owner of the stored items as the case may be, and the Body Corporate shall not be liable for any resulting damage, loss or costs.

9 Limitation on separate leasing of vehicle parks and storage units

- 9.1 An Owner of a unit must not lease or licence any vehicle park or storage unit independently of the leasing of the principal unit associated with that vehicle park or storage unit unless it is to another Owner of a unit or an owners tenant within the Building.
- 9.2 If a vehicle park or storage unit is leased to another Owner of a unit or an owners tenant within the Building, the Owner/lessor of the vehicle park or storage unit must notify the Building Manager of the lease, the number of the vehicle park or storage unit being leased, the number of the principal unit within the Building that is owned by the Owner/lessee, and the contact details of the Owner/lessee.

10 Aerials, satellite dishes and antennas

- 10.1 An Owner of a unit must not erect, fix or place any aerial, satellite dish, antenna or similar device on or to the exterior of a unit or on or to the common property without the prior written consent of the Body Corporate. The consent of the Body Corporate if given may be varied or revoked if the rights of another Owner are adversely affected by the exterior aerial, satellite dish, antenna or similar device.

11 Signs, notices, advertising and promotion

- 11.1 An Owner of a unit must not, without the prior written consent of the Body Corporate erect, fix, place or paint any signs or notices of any kind on or to any part of the common property or on or to any external part of a unit or internally that are visible from the exterior of the Building.
- 11.2 An Owner of a Retail Unit must not display any temporary or mobile signage, including but not limited to sandwich boards and portable banners ("temporary signage"), at any time other than during the opening hours of the business operating from a Retail Unit, and must not display any temporary signage on the common property or any accessory unit without the prior written consent of the Body Corporate.
- 11.3 An Owner of a unit must not display any goods or services on common property or any accessory unit or use the common property or any accessory unit for any business, promotional or commercial purposes or activities without the prior written consent of the Body Corporate.

12 Contractors

- 12.1 An Owner of a unit who carries out any repair, maintenance, additions, alterations or other work on a unit must ensure that any contractors or other persons engaged by the Owner cause minimum inconvenience to all other Owners and must ensure that all such work is carried out in a proper and workmanlike manner and that adequate compliance with health and safety measures are adopted at all times to ensure compliance with rule 28.
- 12.2 An Owner of a unit must notify the Body Corporate through the Building Manager of any repair, maintenance, additions, alterations or other work to be undertaken by or for that owner that may impact on or affect any building elements, infrastructure or other Owners.

13 Rubbish and pest control

- 13.1 An Owner of a unit:
 - (a) must not leave rubbish, recycling material, trade refuse or waste, dirt or other material on the common property except in areas designated for rubbish collection by the Body Corporate, and where any such material is left in a designated rubbish collection area it must not be left in such a way that interferes with the enjoyment of the common property by other Owners;
 - (b) must dispose of rubbish and recycling material promptly, hygienically and tidily using properly secured and sealed rubbish bags or bins and must ensure such disposal does not adversely affect the health, hygiene or comfort of other Owners;
 - (c) shall not dispose of at the designated rubbish collection area, any non-domestic waste (such as furniture, TVs and computer equipment), or waste which is likely to exceed a reasonable and fair amount, and instead, disposal of such excess waste shall be completed by the relevant Owner, at its cost, transporting it to a commercial recycling or waste facility;

- (d) shall not dispose of any rubbish from external sources;
- (e) must not burn any rubbish anywhere on the common property or in any unit; and
- (f) shall keep the unit free of any vermin, pests, rodents and insects.

14 Cleaning and external maintenance

14.1 An Owner of a unit must:

- (a) ensure that the exterior of their unit is kept clean at all times and any grounds or paved areas within the unit are kept neat and tidy and are regularly maintained;
- (b) not throw or allow to fall or permit to be thrown any paper, rubbish, refuse, cigarette butts, liquids or other objects or substances out of the windows or doors, or down the staircases, or off balconies or patios, or within the lifts or other common property; and
- (c) not carry open liquids in the lifts or other common property.

14.2 Any damage or costs for cleaning or repair caused by breaches of this rule 14 shall be at the expense of the unit Owner concerned.

15 Cleaning and replacing glass

15.1 An Owner of a unit:

- (a) must keep clean the inside surfaces of all glass contained in windows or doors of a unit, and replace any cracked or broken glass as soon as possible with glass of the same or better weight and quality when safely accessible from the Building interior; and
- (b) must take all reasonable action to ensure condensation does not build up on any accessible glass and any joinery that forms part of the windows or doors.

16 Plate external glass display windows

16.1 Where any Owner of a Retail Unit on the ground floor has plate external glass display windows that Owner shall carry separate insurance cover for such windows and otherwise shall be responsible for the repair and replacement of such windows.

17 Use of water services

17.1 All things required for the provision of water supply, drainage, wastewater and sewage services to units or common property and all things attached to and used in relation to any such services, including but not limited to pipes, drains, taps, faucets, toilets, baths, showers, sinks, sink waste disposal units and dishwashers, must only be used for the purpose for which they were designed and constructed. If any Owner causes or permits any damage, loss or costs to be incurred due to misuse or negligence of the said things, that Owner shall pay for such damage, loss or costs.

17.2 An Owner of a unit shall not waste water unnecessarily and shall ensure that all taps in the unit are turned off after use.

18 Washing

18.1 An Owner of a unit shall:

- (a) not place or hang any clothes, washing, bedding, towels or other items on or inside the windows or outside or from any unit or outside or from the Building and/or balconies or patios of the unit which may be visible from the street, roadways or walkways or through any window or glass door; and
- (b) not place or hang any clothes, washing, bedding, towels or other items on or from the common property.

19 Floor coverings

- 19.1 Except in kitchen, laundry, toilet or bathroom areas of a unit, an Owner of a unit must ensure that all floor space in a unit is covered or otherwise treated to an extent sufficient to prevent noise transmission (including the need to insert adequate acoustic prevention measures between concrete floor slabs between units if necessary) from the unit that is likely to disturb the quiet enjoyment that could reasonably be expected by the Owner of another unit.

20 Blinds/Curtains/Shutters/Awnings

- 20.1 An Owner of a unit shall not install any external shutters or awnings without the prior written consent of the Body Corporate.
- 20.2 An Owner shall not hang internal curtains (visible from outside the unit) other than with white linings, and shall ensure that only curtains are visible from the exterior of the Building and that blinds, awnings or other coverings are inside the curtains and not visible from the exterior of the Building, without the prior written consent of the Body Corporate.
- 20.3 The Body Corporate 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 units. The Owners of units shall, as often as the need arises (in the opinion of the Body Corporate), replace at the Owners' costs, any curtains or blinds in the unit.

21 Noise, behaviour and conduct

- 21.1 An Owner of a unit shall not make or permit any noise, or carry out or permit any conduct or behaviour, in any unit or on the common property, which is illegal and/or likely to interfere with the use and enjoyment of the Building by other Owners.
- 21.2 An Owner shall not permit any objectionable noise in the Building or on the common property nor interfere in any way with the peaceful enjoyment of other Owners by ensuring that noise from music, radios, televisions and other devices or equipment are contained within their unit.
- 21.3 In the event of disagreement between an Owner and the Body Corporate regarding acceptable levels of noise, the Body Corporate will defer to the opinion of the Wellington City Council Noise Control Officers.
- 21.4 An Owner of a unit shall not engage in the excessive consumption of liquor and/or the use of language that is likely to cause offence or embarrassment to any other Owners.

22 Smoking and beverages

- 22.1 All common property (including the vehicle parking areas) are smoke free.
- 22.2 An Owner of a unit must not smoke or permit smoking to occur in the Owner's unit, including on any balcony or patio, or anywhere else that may result in smoke entering the common property or another unit.
- 22.3 All common property (including the vehicle parking areas) are alcohol free. Alcohol is not to be consumed in these areas (without the Body Corporate's approval) nor are glasses or open bottles containing alcohol to be carried through these areas.

23 Pets

- 23.1 An Owner of a unit must not, without the prior written consent of the Body Corporate, bring or keep any animal or pet in any unit or the common property, unless the animal or pet is a fish or small bird in which case it is permitted and no Body Corporate consent is required. Any consent of the Body Corporate may be revoked upon written notice if the Body Corporate considers that the rights or interests of any other Owner are adversely affected by any animal or pet, including a fish or small bird permitted under this rule 23.1.
- 23.2 Notwithstanding rule 23.1, any Owner of a unit who relies on a trained 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. The Owner will be responsible always for ensuring that the dog does not cause any disturbance or create a nuisance.
- 23.3 An Owner of any animal or pet permitted under rule 23.1, or any dog permitted under rule 23.2, must ensure that:
- (a) any part of a unit or the common property that is soiled or damaged by the animal, pet or dog is promptly cleaned or repaired at the cost of the Owner;

- (b) the animal, pet or dog and its facilities are properly kept in a clean and tidy condition and that the keeping of such an animal, pet or dog does not in any way interfere with the enjoyment of the Building by any of the other Owners; and
- (c) the animal, pet or dog is appropriately restrained when on the common property.

23.4 Any application by an Owner for the keeping of a dog in the unit must be in relation to a small dog and where the Owner can demonstrate to the reasonable satisfaction of the Committee that such dog will not interfere with the other Owners' use and quiet enjoyment of their units or the common property. To this extent, dogs that are prone to incessant barking will not be acceptable. Such consent by the Committee will at all times be subject to review and if in the reasonable opinion of the Committee, the specific animal is found to be disruptive or the rights of any other Owner are adversely affected by the specific animal, such consent can be revoked by the Committee by it providing written notice of such revocation to the Owner.

24 Security

24.1 An Owner of a unit must:

- (a) keep the unit locked and all doors and windows closed and securely fastened at all times when the unit is not occupied, and do all things reasonably necessary to protect the unit from fire, theft or damage;
- (b) take all reasonable steps to ensure any electronic security cards, security keys or security codes to a unit or common property are not lost, destroyed or stolen or held by anyone other than a registered proprietor, occupier or tenant of the unit to which the security card, security key or security code relates;
- (c) not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a unit or common property;
- (d) notify the Body Corporate as soon as reasonably practicable if rules 24.1(b) or 24.1(c) are breached;
- (e) notify the Building Manager if an access control fob or remote is damaged or lost;
- (f) if a master key system is in place, not re-key any existing key locks or install any new or additional locks without the prior written consent of the Body Corporate. If approved, any new or additional locks must be on the Body Corporate master key system; and
- (g) not allow any unauthorised access to the Building. An Owner can at any time confirm that any person is authorised to be within the Building and must report any suspicious activity to the Building Manager.

24.2 An Owner of a unit must comply with any security arrangements put in place by the Body Corporate including, but without limitation, the following:

- (a) the issue of electronic security cards, security keys and security codes;
- (b) the right to refuse entry by any person onto the Building;
- (c) the right to remove from the Building any person whose conduct or behaviour is considered by the Body Corporate to be unacceptable or undesirable; and
- (d) the right for the Body Corporate to enter upon any part of the Building for maintaining and enforcing security arrangements.

24.3 Any security personnel engaged by the Body Corporate will not be liable to an Owner for any damage, cost or loss caused to an Owner or to any property, in discharging their security personnel responsibilities in accordance with the terms of their engagement with the Body Corporate.

25 Security and ventilation equipment

25.1 An Owner of a unit shall comply at all times with the operating and maintenance instructions of any security, fire alarm, air conditioning or ventilation equipment in the unit.

26 Moving and installing heavy objects

26.1 An Owner of a unit must not, without the prior written consent of the Body Corporate, bring onto or through the common property or any unit, or erect, fix, place or install in any unit, any object of such weight, size, nature or description that could cause any damage, weakness, movement or structural defect to any unit or common property, and any such damage caused or contributed to shall be paid for by the Owner responsible.

26.2 Any Owner moving into or out of any unit will do so with minimal disruption to the other Owners and will ensure no damage occurs to the common property or any other units, and will otherwise comply with all reasonable directions made by the Committee. If any damage does occur, the Owner is responsible for such damage and all such costs incurred in rectifying the damage caused.

27 Lifts

27.1 An Owner of a unit must comply at all times with any notice or instruction (including temporary closure) displayed on or in any lift in the Building. If any lift in the Building is to be used for carrying anything other than passengers, lift protection equipment must be used.

28 Health and safety

28.1 An Owner must not use their unit, or permit it to be used, so as to cause a hazard to the health, safety and security of any other Owner, occupier, or user of any other unit.

28.2 An Owner must not use the common property, or permit it to be used by a person under the Owner's control, so as to cause a hazard to the health, safety and security of any other Owner, occupier, or user of the common property.

28.3 An Owner must comply with all reasonable directions made by the Committee in order for the Committee to carry out its health and safety obligations set out in the Committee's Health and Safety Policy Statement contained in Annexure A of these rules.

29 Storage of flammable liquids and other dangerous substances and materials

29.1 Except with the approval in writing of the Committee, an Owner or occupier of a unit must not use or store on the unit or on the common property any flammable chemical, liquid or gas or other flammable material.

29.2 This rule 29 does not apply to—

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
- (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

30 Hazards, insurance and fire safety

30.1 An Owner of a unit must not bring onto, use, store, or do, in a unit or any part of the common property anything that:

- (a) increases the premium on or is in breach of any Body Corporate insurance policy for the Building; or
- (b) is in breach of any enactment or rule of law relating to fire, insurance, hazardous substances or dangerous goods, or any requirements of any territorial authority; or
- (c) creates a hazard of any kind; or
- (d) affects the operation of fire safety devices and equipment or reduces the level of fire safety in the Building.

31 Emergency evacuation procedures and disabled register

31.1 An Owner of a unit must:

- (a) cooperate with the Body Corporate and emergency personnel during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures; and

- (b) notify and register with the Building Manager details of any occupier of a unit who, because of disability, age or other reason, requires assistance during an emergency evacuation.

32 Notice of damage, defects, accidents or injury

- 32.1 Upon becoming aware of any damage or defect in any part of the Building including its services, or any accident or injury to any person in the Building, an Owner of a unit must immediately notify the Body Corporate or the Building Manager via the Body Corporate's website or by telephone. Any cost to repair any such damage or defect shall be paid by the Owner that caused or permitted the damage or defect.

33 Leasing a unit and contact details

- 33.1 An Owner of a unit must:

- (a) provide a full copy of these rules and a full copy of all future amendments to these rules to any tenant or occupier of the unit and attach such rules to any tenancy agreement;
- (b) use reasonable endeavours to enforce these rules against a tenant or occupier of the unit where an Owner becomes aware that any tenant or occupier of its unit has or is breaching any of these rules;
- (c) ensure that adequate provision is made in all tenancy agreements that provides the Owner with the ability to request tenants to vacate their unit whenever there is a requirement to carry out works which for health and safety reasons oblige occupiers of a unit to vacate on terms to be those agreed between tenants and Owners and otherwise at the discretion of the Committee;
- (d) provide the Body Corporate with written notice of the full name, landline phone number, cell-phone number, email address and address for service for the purposes of the Act for the Owner and for all tenants or occupiers of the unit including those under rule 34.1;
- (e) must inform any tenant or occupier of the unit that the preferred mode of service under the Act is by email, and the Owner must provide the Body Corporate with written notice of the email address for service for the tenants or occupiers of the unit and the email address for service for the Owner; and
- (f) promptly notify the Body Corporate in writing of any changes to the details in rules 33.1(d) and 33.1(e).

34 Use of a unit

- 34.1 An Owner of a unit designated to be used for residential use must not use or permit any residential unit to be used for any purpose other than as a long-term residence. Where however short term letting (e.g. AirBnB or similar) is lawfully permitted under the District Plan of the Wellington City Council any such Owner permitting such use will be liable for any statutory or regulatory requirements, any increase in Body Corporate insurance premiums as a consequence of such use and will remain liable if any such use brings about any threat or abuse to the use and enjoyment of Owners within the Building.
- 34.2 Should any Owner of a unit wish to use their unit for other uses, the Owner must first obtain the written consent of the Body Corporate. The consent of the Body Corporate, if given, may be varied, revoked or modified, with or without the imposition of any conditions required by the Body Corporate.
- 34.3 An Owner of a unit must not use or permit their unit to be used for any purposes which may be illegal or injurious to the reputation of the unit title development or any other Owners, and must not use or permit a unit to be used for the purposes of prostitution, as a brothel, or for illegal gaming purposes.
- 34.4 An Owner shall not permit any auction or garage sale or similar activity to be conducted on or to take place in a unit or on the common property in the Building.
- 34.5 An Owner shall not carry out any work which in any way alters the external appearance or decoration of the unit or the common property or any other unit in the Building, without the prior written consent of the Body Corporate.

35 Retail Units

- 35.1 The Owner of a Retail Unit must:

- (a) use their Retail Unit for retail purposes or as a commercial office only;

- (b) maintain a high quality and tasteful standard of fitout and decor which is at least comparable to other high quality retail outlets in the Wellington Central Business District;
- (c) effect adequate insurance cover in respect of all fixtures, fittings, stock and public liability; and
- (d) not permit or allow the Retail Unit to be used for residential use without the written consent of the Body Corporate and must not use the Retail Unit, or permit it to be used, for the purposes of prostitution, as a brothel or for illegal gaming purposes.

36 Mail collection

- 36.1 Owners of units must use the area designated for mail collection situated within the Building, and no other area, and shall ensure that the security of this area is maintained at all times. The Body Corporate takes no responsibility for lost or stolen items left unattended in this area.

37 Fire alarm activation

- 37.1 An Owner of a unit who is responsible for an emergency service call-out because of the activation of a fire alarm or the use of a fire extinguisher, in either case without due and proper cause, will on demand from the Body Corporate reimburse the Body Corporate for any costs it incurs as a result of the emergency service call-out.

38 Burglar alarms

- 38.1 An Owner of a unit must take reasonable precautions to ensure that any burglar alarm installed in the unit is not activated unnecessarily or activated in a manner that causes unreasonable disturbance or inconvenience to any of the other Owners.

39 Access for Retail Units

- 39.1 The Owners of any Retail Units shall ensure that customers/clients shall have access to those units only over those parts of the common property which may be open to the public.

40 Bicycles

- 40.1 An Owner may bring a bicycle into the Building provided that it is stationed or stored:
- (a) on the bicycle-racks provided by the Body Corporate in the vehicle parking area in such designated areas by the Body Corporate from time to time for bicycle racks; or
 - (b) in an Owner's storage accessory unit situated on the ground floor.
- 40.2 For the avoidance of any doubt, no Owner shall bring a bicycle into their residential unit (including onto any balcony or patio) or Retail Unit, nor shall any Owner station or store a bicycle in their residential unit (including on any balcony or patio) or Retail Unit or non-approved areas on the common property.
- 40.3 Any Owner who chooses to bring a bicycle into the Building pursuant to rule 40.1 does so at that Owner's own sole risk and the Body Corporate shall not be liable for any damage, loss or costs suffered by any Owner as a result.

41 Compliance with Easements and Consent Notice

- 41.1 An Owner of a unit must comply with, and must ensure that any occupiers, employees, agents, invitees, customers, licensees and tenants of their unit comply with, the terms (where relevant) of all instruments and interests that are registered from time to time against Supplementary Record Sheet WN53D/92, being the supplementary record sheet created for the unit title development and containing the base land of the property and the common property delineated under the unit plan, including but not limited to the following instruments:
- (a) Right of way easements created by Transfer Instrument B255631.4;
 - (b) Right of way easements created by Easement Certificate B255631.5;
 - (c) Right of way easements created by Easement Certificate B272740.2; and

(d) Consent Notice created by instrument B668753.1.

42 Obligation to Provide Vacant Possession

- 42.1 In addition to the obligations placed on Owners under section 80 of the Act requiring all Owners to permit the Body Corporate access to their unit(s) at all reasonable times for the purposes of the Body Corporate implementing or inspecting any repairs required to the common property, infrastructure, services and utilities and other Building elements of the Building, each Owner shall provide vacant possession to their unit(s), as is reasonably required, by any authorised person of the Body Corporate that is in the process of implementing or inspecting any repairs from time to time.
- 42.2 Where there are any occupiers of a unit, and/or any employees, agents, invitees, customers, licensees and tenants of any Owner or occupier to a unit, the relevant Owner and/or occupier must ensure that such parties abide by the provisions of this rule 42.

43 Indemnity in favour of Body Corporate =

- 43.1 An Owner of a unit agrees to indemnify and keep the Body Corporate indemnified from all losses, costs (including legal costs incurred by the Body Corporate on a solicitor-client basis), claims and demands imposed on the Body Corporate because of any breach of that Owner's duties or obligations under these rules, the Act or any other legislation, where such losses, costs, claims or demands are directly attributable to the breach by that Owner.

44 No obligation on Body Corporate to do work

- 44.1 The Body Corporate is not obliged or under any duty or responsibility to do or carry out any repairs, works or acts which any Owner of a unit is under a duty to do or carry out under these rules, the Act or any other legislation.

45 Severability

- 45.1 If any of the provision(s) in these rules are held to be invalid or unenforceable, the invalidity or unenforceability of such provision(s) is not to affect the operation, construction or interpretation of any other provision in these rules, with the intent that the invalid or unenforceable provision(s) is, to the extent required, to be treated for all purposes as severed from these rules.

46 Notice of Rules

- 46.1 A copy of these rules is available on request from the Committee.

47 Proceedings of Body Corporate Committee on conduct at meetings

Chairperson

- 47.1 The Committee shall appoint the chairperson of the Committee from one of their number from year to year.
- 47.2 The Committee may also elect one of their number to act as deputy chairperson in the absence of the chairperson, from year to year. In the absence of the chairperson the deputy chairperson can exercise the powers and perform the duties of the chairperson.

Meetings

- 47.3 Meetings of the Committee shall be convened, adjourned, and otherwise regulated in such manner, as the Committee from time to time think fit.
- 47.4 At the first Committee meeting each year the Committee shall appoint the chairperson and if there is one the deputy chairperson.

Notice of Meetings

- 47.5 The Chairperson or any two Committee members may request the chairperson to convene a special meeting of the Committee.
- 47.6 Not less than seven (7) days' notice of a meeting of the Committee must be sent to every Committee member who is in New Zealand, and the notice must include the date, time and place of the meeting and

the matters to be discussed. The notice period may be truncated if any matter is considered urgent requiring deliberation.

- 47.7 An irregularity in the notice of a meeting is waived if all the Committee members entitled to receive notice of the meeting attend the meeting without protest as to the irregularity or agree to the waiver.

Methods of holding meetings

- 47.8 A meeting of the Committee may be held either:

- (a) by the number of the Committee members who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
- (b) by means of an audio, or audio and visual, communication by which all the Committee members participating and constituting a quorum can simultaneously hear each other throughout the meeting.

Quorum

- 47.9 A quorum for a meeting of the Committee is established annually by vote at the AGM.
- 47.10 No business may be transacted at a meeting of the Committee unless a quorum is present, but resolutions promoted may be circulated for approval by the Committee or otherwise passed and ratified at the next Committee meeting.

Conflict of interest

- 47.11 Any Committee member who is in any way whether directly or indirectly interested in any matter whether pecuniary or non-pecuniary must declare the nature of his or her interest at a meeting of the Committee. The Chairperson of the Committee shall decide on disclosure whether such Committee member shall be excluded from any relevant items for discussion and voting, or may attend but refrain from voting or be permitted to participate fully as a Committee member.

Voting

- 47.12 Every Committee member has one vote.
- 47.13 The chairperson shall not have a casting vote.
- 47.14 The Committee shall endeavour to make all decisions by consensus but where after ample time for consideration, no consensus can be reached, the Committee shall exercise their powers by majority vote.
- 47.15 A Committee member present at a meeting of the Committee is presumed to have agreed to and voted in favour of, a resolution of the Committee unless he or she expressly dissents from or votes against the resolution at the meeting.
- 47.16 No Committee member shall vote where a conflict arises with regard to any decision requiring the Committee to vote. The chairperson of the Committee shall rule in the event of any indecision over whether or not any Committee member should refrain from voting but be counted in the quorum and if the chairperson is conflicted the deputy chairperson shall assume the role of chairperson for the purpose of decision.

Minutes

- 47.17 The Committee must ensure that minutes are kept of all proceedings at their meetings.

Resolutions without a physical meeting

- 47.18 A resolution in writing assented to by a two-third majority of the Committee then entitled to receive notice of a meeting of the Committee, is valid and effective as if it had been passed at a meeting of the Committee duly convened and held.
- 47.19 Any such resolution may consist of several documents (including email or other means of communication) in like form each signed or assented to by one or more members of the Committee.

47.20 A teleconference meeting between a number of the Committee who constitute a quorum, shall be deemed to constitute a meeting of the Committee. All the provisions in this Schedule relating to meetings shall apply to teleconference meetings so long as the following conditions are met:

- (a) all of the Committee members for the time being entitled to receive notice of a meeting shall be entitled to notice of a teleconference meeting and to be linked for the purposes of such a meeting. Notice of a teleconference meeting may be given on the telephone;
- (b) throughout the teleconference meeting each participant must be able to hear each of the other participants taking part;
- (c) at the beginning of the teleconference meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;
- (d) a participant may not leave the teleconference meeting by disconnecting his or her telephone or other means of communication without first obtaining the chairperson's express consent. Accordingly, a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the teleconference meeting unless the participant leaves the meeting with the chairperson's express consent;
- (e) a minute of the proceedings at the teleconference meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the chairperson of that meeting.

Other proceedings

47.21 Except as provided in this document, the Committee may regulate its own procedure.

48 Default

48.1 If the Body Corporate determines on reasonable grounds that there has been a breach of these rules by a tenant of an Owner:

- (a) it will give written notice of the breach to the Owner requiring the Owner to serve on their tenant a 14-day breach notice under the Residential Tenancies Act 1986;
- (b) if the problem is not resolved within 14 days, the Body Corporate may request the Owner to action the breach through the Tenancy Tribunal pursuant to the Residential Tenancies Act 1986 and pursuing the remedies available under the Act; and
- (c) the Owner must reimburse the Body Corporate for any administration and other costs incurred by the Body Corporate as a result of the breach of these rules by that Owner or their tenant.

49 Dispute resolution

49.1 The grievance procedure set out in this rule 49 applies to disputes involving any Owner, Building Manager, tenant or occupier of a unit, or the Body Corporate or the Committee.

49.2 The party making the complaint must prepare a written statement setting out in clear terms the substance of the dispute and the complainants preferred solution of such dispute.

49.3 If there is a grievance committee of the Body Corporate, it must be notified of the dispute by the complainant.

49.4 If there is no grievance committee, the Committee must be notified of any dispute by the complainant, regardless of whether the Committee or Body Corporate is an immediate party to the dispute.

49.5 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Committee (as the case may be), within fifteen (15) working days after the dispute comes to the attention of all relevant parties.

49.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting convened under rule 49.5.

49.7 If the dispute is not resolved at the meeting, the grievance committee or the Committee (as the case may be) must notify each party of his or her right to take further action under Part 4 of the Act although disputing

parties may enter into an alternative dispute process such as mediation on terms mutually acceptable to them.

- 49.8 This process is separate from and does not limit any further action taken by any party under Part 4 of the Act.

50 Building Manager

- 50.1 The Body Corporate shall engage a Building Manager to manage the administration of the Body Corporate and all operational and maintenance obligations of the Body Corporate as directed by the Committee in a competent and prudent manner with the term of any engagement not exceeding three (3) years and with proper key performance indicators set by the Committee to ensure quality management throughout. Also, any Building Manager shall be required to disclose details of any brokerage or commissions earned whether through arranging insurance cover or bulk supply of any power source or otherwise.

Annexure A

St Paul's Apartments Body Corporate Committee - Health and Safety Policy Statement

Background

The Health and Safety at Work Act 2015 ("HSWA") does not specifically mention bodies corporate and current advice is that the St Paul's Apartments Body Corporate is likely not classified as a "Person Conducting a Business or Undertaking" ("PCBU") within the meaning of the HSWA. Equally, the St Paul's Apartments Body Corporate Committee ("Committee") is also not likely to be a PCBU since the Committee only engage contractors and not employees.

However it is understood that the Committee members will likely have the status as "volunteer officers" under the HSWA. As such volunteer officers still have a "duty of care" in the management of the risks of the apartment and retail units, the accessory units and the common property that makes up the building known as the "St Paul's Apartments" ("Building").

Coupled with the duties of the Body Corporate and its Committee, the Body Corporate's property managers will also have duties and so, to an extent, horizontal duties between all three entities will result. The central focus is the extent to which any one entity or person has or would reasonably be expected to have the ability to influence and control the matter to which risks relate. Equally, although the scale and risk profile is in most cases (apart from major works) to be minimal, safety considerations are still relevant.

The Committee will exercise this "duty of care" via the attached "St Paul's Apartments Health and Safety Compliance Model" and policy statement outlined below.

Objective

To eliminate or minimise health and safety risks as far as is practicable arising from the day to day operations and management of the St Paul's Apartments which includes work, by way of example, to infrastructure within units, work to common property and the need to see that work carried out arising under section 138 of the Unit Titles Act 2010 conforms to the said Act – any such work of which may involve the need to see protected:

- (a) St Paul's Apartments resident and retail unit owners and occupiers;
- (b) workers and contractors working on site;
- (c) members of the public transiting through and around the site; or
- (d) other third parties coming into contact with the site.

Policy

The St Paul's Apartments Body Corporate Committee:

- (e) recognises that members have a "duty of care" to ensure that health and safety risks associated with the management of the St Paul's Apartments are eliminated or minimised, so far as is reasonably practicable;
- (f) will inform itself to understand the operations of a PCBU working on site (including hazards and risks);
- (g) will establish and keep current a hazard and risks register (through contractual arrangement with the Building Manager);

- (h) will use best endeavours to ensure resources are available to address health and safety concerns in relation to the St Paul's Apartments Building;
- (i) will ensure processes (including a need for a coordinated approach where there exists more than one PCBU on site since there is a duty on each PCBU to consult, co-operate and co-ordinate where they share duties with other PCBU's) are in place to manage risks arising in relation to the St Paul's Apartments Building in accordance with the HSWA;
- (j) ensure that appropriate contractual arrangements are put in place in relation to building repairs, maintenance and remediation works, including requiring a site specific health and safety plan including inductions from principal contractors and other contractors;
- (k) will ensure that appropriate signage is maintained around the Building and appropriate information is provided to unit owners and occupiers to promote health and safety awareness and advise of risks and hazards; and
- (l) will imbed 'health and safety awareness' as a business as usual practice by the Committee which will feature as a regular item on the Committee's meetings agenda.

