

View Instrument Details



Instrument No	12634658.1
Status	Registered
Date & Time Lodged	15 December 2022 15:01
Lodged By	Dunphy, Frederick
Instrument Type	Unit Titles Act 2010 - Notice/Change of Rules - s105 106



Affected Records of Title	Land District
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WN44B/57	Wellington
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Annexure Schedule Contains 8 Pages.

Signature

Signed by Jamie Nicholas Callinicos Nunns as Applicant Representative on 12/12/2022 08:39 PM

***** End of Report *****

**Notice of change to body corporate operational rules
Section 106, Unit Titles Act 2010**

Unit Plan: 77836
Body Corporate Number: 77836
Supplementary Record Sheet: WN44B/57

Notice

1. The body corporate gives notice that the body corporate operational rules are replaced completely with the rules specified in the Schedule of Amendments.
2. The changes have been made in accordance with an ordinary resolution passed at the body corporate general meeting held on 20 July 2022.

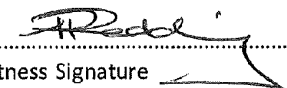
Dated this 20th day of July 2022.

Signed by an authorised person of the Body Corporate:



Body Corporate/Committee Chair – Barrie Saunders

Before me:


Witness Signature

RHONA REDDING
Witness Name

BC MANAGER
Witness Occupation

26 HOBART STREET, MIRAMAR
Witness Address

Note: Only amendments or additions to the body corporate operational rules that relate to those matters mentioned in section 106(a)(a) and (b) of the Unit Titles Act 2010 may be made. Any amendment or addition must comply with section 106(2) and (4) of that Act.

**TENNYSON APARTMENTS
BODY CORPORATE 77836
OPERATIONAL RULES**

These rules are specific to Tennyson Apartments and are outside the Unit Titles Act 2010 and the Unit Titles Regulations 2011. They are legally binding on all Unit Owners but the Body Corporate may amend, revoke, or make additions to the Body Corporate Operational Rules at any time.

1. Interpretation and definition

- a. Terms identified 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.
- b. These rules are binding on all Owners and occupiers of units in the unit title development as well as the employees, agents, invitees, customers, licencees and tenants of all Owners and occupiers of units in the unit title development.
- c. **"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 title development and the employees, agents, invitees, customers, licencees and tenants of all owners and occupiers of units in the unit title development, unless the context otherwise requires.
- d. **"Residential Units"** shall mean at the date of commencement of these Rules those Units together with the Accessory Units included in the Certificates of Titles thereto situated above Level 1 of TENNYSON Apartments being Units 1 to 20 inclusive and Units 30, 31 and 32 (commonly known as Units 21, 22, 23) designed and constructed for the purpose of being principally for residential occupation.
- e. **"Commercial Units"** shall mean at the date of commencement of these Rules those Units situated on the ground floor of TENNYSON Apartments being units 23 to 26 inclusive which have been specifically designed and constructed for the purpose of providing commercial occupation and use.

2. Duties of a unit owner

A Unit Owner shall not use, or permit to be used, his principal unit or any accessory unit for any purpose other than:

- a. In respect of the Residential Units as defined in these rules for Residential Use.
- b. In respect of Commercial Units as defined herein for such commercial uses as may be permitted as predominant use under any Resource Management Plan which shall be in force for the area and not for any residential or commercial use which may create undue or excessive noise, smell or interference with the occupation or enjoyment of the Residential Units.
- c. In respect of any/all Units for any purpose which is illegal or may be injurious to the reputation of the building.

- d. In respect of any/all Units make no additions or structural alterations or carry out any building work which in any way alters the external appearance or decoration of his unit or the common property or any other unit within the building.
- e. In respect of Units having an outside deck or garden area, only to use such deck or garden area for recreation use directly associated with the residential use of the Unit and not to allow any persons to trespass over any other deck or garden area nor the roof of the building and not to allow any person to create any annoyance or nuisance to any other occupiers of the building and further, shall not permit or allow the installation or construction of any improvement, structure, aerial or communication device or any clothesline thereon.
- f. In respect of Commercial Units as defined in these Rules the Owners thereof shall observe in addition to all other provisions contained herein the following:
 - i. Ensure at all times and especially outside of business hours that adequate security is maintained in respect of his premises;
 - ii. Maintain the exterior of his unit including all window displays to a high quality and tasteful retail standard;
 - iii. Observe all regulations, bylaws and licensing provisions necessary for the conduct of his business and where necessary obtain and maintain in force and observe the terms and conditions of any necessary licences or authorities required for the conduct of his business;
 - iv. Obtain and maintain in force adequate Business Insurance Risks and Insurance Cover including but not limited to plate glass damage, damage to stock, plant and fittings by fire and other normal contingencies and public liability;
 - v. Not allow any customers to park any vehicle in any way so as to obstruct any entrance way to the building;
 - vi. Only to use such signage or display advertising that is permitted under the provisions of the Rules and not to erect or display any sign, hoarding or advertising device that would detract from the high-quality nature of the building;
 - vii. Ensure that all rubbish is properly secured and stored tidily in the appropriate area or areas provided for commercial rubbish and also ensure that rubbish is collected on a daily basis; and
 - viii. Observe at all times any Rules or bylaws made by the Body Corporate or the Committee in respect of the orderly conduct of the commercial activities from the building.

3. Interference and obstruction of common property

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;
- c. Restrict any light or air in any unit or common property, or obstruct or cover any windows, sky lights, lights or their means of illumination of any unit or common area.

4. Damage to common property

An Owner of a unit must not:

- a. Damage or deface the common property;

- 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.

5. Use of facilities, assets and improvement within the common property

- a. 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.
- b. 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 other purpose than for entering or leaving the unit title development.

6. Vehicle parking

- a. 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 consent.
- b. An Owner of a unit that is designated for use as a vehicle park must:
 - i. Only use the vehicle park for the purpose of parking vehicles;
 - ii. Ensure the vehicle park is kept tidy and free of litter;
 - iii. Not use the vehicle park or permit it to be used for storage;
 - iv. Ensure that any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park; and
 - v. Must clearly mark any vehicle parks designated solely for use by employees or customers of the Owner.
- c. The Body Corporate may remove a vehicle from the unit title development that the Body considers is parked in such manner that is in breach of this rule 6, at the expense of the owner of the vehicle concerned, and the Body Corporate nor any servant or agent of the Body Corporate employed for such purpose shall not be liable for any damage, loss or costs resulting from the removal or storage of any such motor vehicle or article.

7. Aerials, satellite dishes and antennas

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

8. Signs and Notices

An Owner of a unit must not 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 in any part of the exterior of the building or on any exterior window of the building or in any part of the interior of his unit or the common property without the prior consent of the Committee had in respect of each individual sign, advertisement, poster, etc. PROVIDED

THAT in respect of the commercial units such consent shall not be withheld where such signs, advertisements, posters etc:

- a. Are of a size, type, colour, style, construction, and wording are such as to be not incompatible with the general nature of the building.
- b. Do not cause unreasonable offence to any other proprietor of the building.
- c. Comply with all appropriate Local Authority by laws and regulations.

9. Auctions

An Owner of a unit must not hold any auction, sale or such like activity in any part of the building, accessory units or common property PROVIDED THAT the foregoing prohibition shall not preclude an auction sale of a proprietor's unit where any such sale is conducted with the prior written approval of the Committee. Any such approval given by the Committee may impose such stipulations and conditions as it may, in its discretion determine.

10. Contractors

- a. An Owner of a unit who carries out any repair, maintenance, additions, alterations or other such work on a unit must ensure that any contractors or other such persons employed by the Owner cause minimum inconvenience to all other Owners and ensure that such work is carried out in a proper workmanlike manner.
- b. An Owner of a unit must ensure that any contractor or other such persons employed by the Owner must have adequate Business Insurance Risks Insurance Cover including but not limited to plate glass damage, damage to stock, plant and fittings by fire and other normal contingencies and public liability.

11. Rubbish and pest control

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 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 and ensure such disposal does not adversely affect the health, hygiene or comfort of other Owners.
- c. Must not burn any rubbish anywhere on the common property or in any unit.
- d. Shall keep the unit free of vermin, pests, rodents and insects.

12. Noise, behaviour and conduct

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 likely to interfere with the use and enjoyment of the unit title development by other owners between the hours of 11:00pm and 7:00am or between such other hours that the Body Corporate may set from time to time.

13. Pets

An Owner of a unit must not:

- a. Keep any pets or animals in their unit other than caged birds or goldfish and in such case must ensure:
 - i. Consideration of the rights of other owners and residents to quiet enjoyment of their units is paramount.
 - ii. Such pets must be properly controlled at all times and, especially when passing through common property, must be caged.
 - iii. Any damage to common property or to any other owner's property caused by a pet, will be rectified by the Body Corporate at the expense of the owner of the pet.
 - iv. Any complaints by residents of the building in respect of any such a pet shall be made to the Committee of the Body Corporate, which shall consider the complaint. Any decision concerning the control or removal of the pet must be followed immediately. Any decision of the Committee in this regard shall be final.
- b. Notwithstanding rule 13(a), any Owner or resident who relies on a guide, hearing or assistance dog may keep such a dog in a unit, and may bring such dog onto the common property. A doctor's certificate may be requested for an assistance dog.
- c. An Owner of any dog permitted under rule 13(b) must ensure that any part of a unit or the common property that is soiled or damaged by the dog is cleaned or repaired at the cost of the Owner.

14. Security

An Owner of a unit must not do any act or thing or fail to do any act or thing or allow any persons under their control to do any act or thing which would detract from endeavours to protect and keep safe the common areas, the car park areas and their units and any property contained therein from fire, theft or damage from any cause and they shall:

- 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 given to anyone other than a registered owner, 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 unit or common property; and
- d. Notify the Body Corporate as soon as reasonably practicable if rules 14(b) or 14(c) are breached.

15. Moving and installing heavy objects

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.

16. Lift

An Owner of a unit must not cause any damage to the lift while being used by such unit proprietor or persons under his control and ensure that the lift doors are kept securely closed at all times when the lift is not in use. The unit proprietors and any persons under their control shall observe the terms of any notice, instructions, or loading certificate displayed in the lift. Neither the Committee nor the Body Corporate nor any manager or other person employed by the Committee or the Body Corporate shall be responsible for any loss or damage suffered by the unit proprietor, any occupant or any person under his control as a result of the use of the lift or the failure of the lift to work in a proper manner.

17. Blinds and curtains

An Owner of a unit must not affix or hang to external windows blinds, drapes or curtains visible from outside such unit except with a backing of a white or cream colour.

18. Hazards, insurance and fire safety

An Owner of a unit must not use any chemicals, burning fluids, gas or alcohol in lighting or heating his unit nor in any other way cause or increase a risk of fire or explosion in his unit.

An Owner of a unit may only bring onto, use, store, or do, in a unit anything that creates hazard if:

- a. The prior written consent of the Body Corporate is obtained if the hazard is likely to cause an increase in the premium of any Body Corporate insurance policy for the unit title development.
- b. The Owner complies at all times with the Body Corporate insurance policy for the unit title development, any enactment or rule of law relating to fire, insurance, dangerous goods or hazardous substances, and any requirements of any Territorial Authority.
- c. It does not affect the operation of fire safety devices and equipment or reduce the level of fire safety in the unit title development.

19. Notice of damage, defect, accidents or injury

Upon becoming aware of any damage or defect in any part of the unit title development including its services, or any accident or injury to any person in the unit title development, an Owner of a unit must immediately notify the Body Corporate. Any cost to repair any such damage or defect shall be paid by the Owner that caused or permitted the damage or defect.

20. Leasing a Unit

An Owner of a unit:

- a. Must 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.
- b. Must provide the Body Corporate Manager with written notice of the full name, landline phone number and cellphone number for the Owner and for all tenants or occupants of the unit.

- c. Must inform any tenant or occupier of the unit that the 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.
- d. Promptly notify the Body Corporate in writing of any changes to the details in rules 20(b) and 20(c).

21. Emergency evacuation drills and procedures

An Owner of a unit must cooperate with the Body Corporate during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures.

22. Master Key System

The body corporate via their managers will securely hold a key for each unit for access requirements with reasonable notice as required under the Unit Title Act 2010 so owners must provide a key to comply with this rule. 77836

23. AirBnb or Short-Term Rentals

Whilst short-term letting (e.g. AirBnB or similar) is lawfully permitted under the District Plan of the Wellington City Council, an Owner permitting such use will be liable for any statutory or regulatory requirements and any increase in Body Corporate insurance premiums as a consequence of such use.

An Owner of a unit however may not, without prior written consent from the Body Corporate, let their unit as AirBnB and/or short-term rental.

An Owner must:

1. Take all reasonable steps to ensure that their AirBnB/short term rental tenants do not make or permit any noise or carry out or permit any conduct or behaviour, in the unit or on the common property, which is likely to interfere with the peaceful use and enjoyment of the unit title development by other Owners and residents.
2. Take all reasonable steps to ensure that no damage is caused to common property. If any guest of an Owner does damage or deface the common property, such an Owner is liable for the rectification or repair of such damage or defacement;
3. Provide the Body Corporate with written notice of the full name, landline phone number, cellphone number, email address and address for service for the purposes of the Act for the Owner and for all tenants or occupants of the unit, and promptly notify the Body Corporate in writing of any changes to such details.
4. 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.
5. Any additional costs incurred by the body corporate because of the AirBnB/Short-Term rental (i.e., insurance costs) would be on-charged to the owner of the unit.