

**RULES OF BODY CORPORATE NUMBER 534573
(Otago Land Registry)**

The following are the Operational Rules of Body Corporate 534573 and are additional to and extend the Body Corporate Operational Rules set out in Schedule 1 to the Regulations, provided that if there is any discrepancy between the Body Corporate Rules set out in Schedule 1 to the Regulations and these Rules, these Rules shall prevail.

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** In these Rules, unless the context otherwise requires:

Act means the Unit Titles Act 2010 and includes any statutory modification or re-enactment of that Act;

Body Corporate means Body Corporate Number 534573 (Otago Land Registry) and/or the Committee (as the case may be);

Building means any building or buildings on the Land;

Building Services means all services associated with general use and enjoyment of any Building by its occupants, including water, gas, electricity, lighting, air conditioning, heating, ventilation, telecommunications, lifts and escalators, wherever located within a Building;

Building Manager means any manager appointed by the Body Corporate from time to time to manage the Building and to undertake any of the administrative duties and functions of the Body Corporate as may be agreed with the Body Corporate or the Committee;

Committee means the Committee from time to time appointed by the Body Corporate;

Common Property means the Common Property comprised in the Unit Plan and includes without limitation all roads and driveways on the Land, all lobbies and lift areas and any common garden areas;

Contractor means any Contractor engaged from time to time by the Body Corporate including without limitation the person engaged to collect and dispose of the rubbish;

Development means, together, all Buildings, Units, Common Property and the Land;

Land means the Land which is the subject of the Unit Plan;

Owner means the registered owner of a Unit and includes, for the purposes of these Rules, any invitee or person under the control of the Owner and any lessee or occupier of a Unit;

Permitted Use means the uses of Units as permitted or not restricted under these Rules;

Regulations means the Regulations from time to time in force under the Act;

Resident means the individual or individuals who reside in a Unit;

Rules means these rules subject to any variations and amendments made to them from time to time;

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Development or to parts of the Common Area;

Unit means a principal Unit (as defined in the Act) on the Unit Plan and:

- (a) unless the context otherwise requires, includes all Accessory Units (as defined in the Act) attached to that Unit;

- (b) includes all Future Development Units (as defined in the Act);
- (c) in relation to any Owner or occupier means the Unit owned or occupied by that Owner or occupier.

Unit Plan means the registered Unit Plan which was deposited to create the Body Corporate;

RVA means “Residential Visitor Accommodation” (or an equivalent term) as that term is defined by the Queenstown District Lakes Council from time to time, currently being the use of a residential flat by paying guests where the length of stay by any guest is less than 90 days; and

Vehicle includes a motorcycle.

1.2 **Interpretation:** Interpretation of terms and binding of Owners, occupiers, employees, agents, invitees, licensees and tenants

- (a) Words importing one gender include the other gender.
- (b) Words importing the singular or plural include the plural and singular respectively.
- (c) Terms defined in the Act have the same meaning in these Rules as they have in the Act, unless the context otherwise requires.
- (d) These Rules are binding on all Owners and occupiers of Units as well as the employees, agents, invitees, customers, licensees and tenants of all owners and occupiers of Units.
- (e) 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.
- (f) If the powers vested in the Body Corporate under these Rules are delegated to the Committee by the Body Corporate at any time, such powers will vest in the Committee and shall be exercisable by the Committee during the period of that delegation.

2. **RESIDENTS AND VISITORS**

2.1 In respect of any Unit, Residents must be at least 55 years old (or such lower age if permitted by the territorial authority or under a resource consent). The Body Corporate may require at any time that each Resident provide evidence satisfactory to the Body Corporate to verify that this requirement is satisfied.

2.2 A Resident is entitled to have family members and friends stay with them in the Unit for periods not exceeding three weeks at any one time, subject to due compliance by such guests with all village rules. The Resident may have relatives or friends stay with them in their unit for longer periods with the Body Corporate’s prior consent. A maximum of two family members or friends are permitted to stay during any one period. The Resident may have more than two persons staying with them with the Body Corporate’s prior consent. However, the Body Corporate reserves the right to curtail any such arrangement where it considers either the length of stay or the number of persons staying is interfering with the quiet enjoyment of other Residents and Owners of the Development or the surrounding community.

3. **GENERAL**

3.1 An Owner shall observe and comply with the rules of the Body Corporate from time to time relating to the control, management, security, safety, care, operation, cleanliness and use of the Unit, any Building and the Common Property, and the preservation of good order, safety, comfort and enjoyment for the Buildings occupants and visitors.

3.2 The Body Corporate may make such by-laws and regulations as it may deem necessary or desirable in relation to:

- (a) The control, management and administration of the Units and the Common Property or any part of them; and
 - (b) The use, safety and cleanliness of the Units and the Common Property; and
 - (c) The conduct of the Owners and all occupants and visitors.
- 3.3 The Body Corporate shall provide each Owner with a copy of any such by-laws and regulations from time to time in force.
- 3.4 An Owner must observe and comply with all such by-laws and regulations made by the Body Corporate from time to time.
- 3.5 An Owner shall be responsible for ensuring that any Resident, invitee, guest or visitor of the Owner or the Owner's Unit is fully aware of and compliant with all of the Rules of the Body Corporate.
- 4. GARDENS**
- 4.1 An Owner must maintain any garden or ground forming part of the Unit in a neat and tidy condition, unless this is maintained by the Body Corporate.
- 5. EXTERIOR COLOUR AND APPEARANCE AND ALTERATIONS**
- 5.1 The Owners acknowledge and agree that maintaining and preserving the structural stability and design, the exterior appearance and design aesthetic of the Building(s) in the Development and the Common Property as detailed on the initial Plans and Specifications for the development of the Land is of utmost importance to all Owners and in the best interests of all Owners and the Body Corporate shall at all times following the completion of the Development consider this principle when assessing whether any proposed alteration, amendment or addition to any Unit will or may affect any other Units.
- 5.2 An Owner must not alter the exterior appearance or exterior colour scheme of the Unit in any way without the consent of the Body Corporate. The Body Corporate may withhold its consent if it considers that such alterations will or may affect any other Unit.
- 5.3 An Owner must not make any additions or structural alterations to the Unit that will or may materially affect any other Unit of the Common Property without the Consent of the Body Corporate. The Body Corporate may withhold its consent if it considers that such alterations will or may affect any other Unit or the Common Property.
- 6. FLOOR COVERINGS, PAVED OR SEALED AREAS**
- 6.1 An Owner must ensure that all floor spaces, sealed or paved areas in a Unit are covered or treated to an extent sufficient to prevent noise transmission from the Unit that is likely to disturb the quiet enjoyment that would reasonably be expected by another Owner.
- 7. SIGNS**
- 7.1 An Owner shall neither fix nor erect any sign to any part of the exterior of the Unit, any Building nor to the interior of any window without first obtaining:
- (a) the prior written approval of the Body Corporate;
 - (b) all statutory and local authority approvals;
 - (c) the directions of the Body Corporate as to position, size, colour and style of sign,
- provided in no circumstances may an Owner erect any signage advertising or promoting any business or commercial activity.

7.2 An Owner may not without the authority of the Body Corporate first having been obtained in writing erect any sign, placard, banner or other device for the purposes of advertising a Unit "For Sale" or "For Lease" or any other purpose. An Owner shall not fix signs to interior walls of any part of a Building without the prior consent of the Body Corporate, such approval to be given or withheld at the absolute discretion of the Body Corporate.

7.3 If the Body Corporate consents to a sign pursuant to this Rule, an Owner shall maintain and clean to the satisfaction of the Body Corporate any signs which the Owner fixes to or erects on the exterior of the Unit or any Building, or fixes to any internal wall of the Building comprising part of the Common Property.

8. **USE**

8.1 An Owner must not use nor permit the use of the Unit for any use which is not a Permitted Use without the prior written consent of the Body Corporate, which consent may at any time and from time to time be revoked or varied by the Body Corporate.

8.2 For the purposes of these Rules, Permitted Uses comprise:

- (a) residential use;
- (b) RVA purposes, subject to the requirements of Rule 26;
- (c) in respect of the Clubhouse, the use set out in Rule 11 but dependent on the conditions set out in Rule 11 being adhered to by the Owner of the Clubhouse.

8.3 An Owner must not use nor permit the use of any accessory Unit for any purpose other than the purpose for which the accessory Unit is designed or constructed.

8.4 For the avoidance of doubt, all of the following uses are expressly excluded as Permitted Uses:

- (a) any use which may be illegal or injurious to the reputation of the Owners or Residents;
- (b) any use which may interfere with the peaceful enjoyment of any other Unit or the Common Property, and
- (c) any use which may interfere with the general management of the Building or the Land.

9. **BUILDING MANAGER**

9.1 An Owner shall not interfere with or obstruct the Building Manager from performing the Building Manager's duties or interfere with or obstruct the Building Manager from using any part of the Common Property designated by the Body Corporate for use by the Building Manager.

10. **TELECOMMUNICATIONS**

10.1 Where the Unit receives the benefit of telecommunication services an Owner shall pay on demand by the Body Corporate the Owner's proportion of the cost of providing those services from time to time. If a relevant Owner does not do so, the Body Corporate may authorise the disconnection of any or all of the services provided to the Unit and recover the costs of the outstanding charges from the Owner.

11. **CLUBHOUSE**

11.1 Once completed, the Clubhouse may be used (notwithstanding Rule 8.1):

- (a) For the Permitted Uses; and/or
- (b) As a clubhouse or lounge for the communal use of Residents (who have complied with any membership requirements of the Building Manager) and the visitors of such

member Residents, together with the use of such amenities and facilities located within or about the Clubhouse; and/or

(c) As an establishment for the provision and sale of food and alcohol.

11.2 If the Clubhouse is used as permitted under Rule 11.1(b) or 11.1(c), the Owner of the Clubhouse must take all reasonable steps to:

(a) ensure compliance with any statutory and regulatory requirements applicable to the operation of the Clubhouse and any activities carried on at or about the Clubhouse, including in relation to the serving of alcohol;

(b) not permit activities being carried out at the Clubhouse which may cause unreasonable annoyance or disruption to other Owners or Residents;

(c) not make or permit any noise or carry out or permit any conduct or behaviour in or about the Clubhouse which is likely to interfere with the use and enjoyment of other Owners and Residents between the hours of 11pm and 7am or such other hours as the Body Corporate may from time to time determine,

provided this Rule does not diminish or affect the obligations of any Owner and their invitees and guests relating to their conduct as otherwise set out in these Rules.

11.3 For so long as the Clubhouse is used as permitted under Rule 11.1(b) or 11.1(c), staff and contractors working at and service vehicles delivering goods to the Clubhouse may if necessary utilise the Common Property to access the Clubhouse and any associated parking as reasonably necessary.

12. **AERIALS**

12.1 Except with the written consent of the Body Corporate an Owner shall not erect or fix to the Building any radio or television aerial or antenna. Consent shall not be given where the Body Corporate considers that the aerial or antenna will adversely affect any of the other Units. If the Body Corporate considers that the rights or interest of the Owners of any Unit are being adversely affected by any aerial or antenna, any consent previously given may be modified or withdrawn on 14 days written notice.

13. **REQUESTS AND NOTIFICATIONS**

13.1 All notifications and requests for consideration of any particular matter are to be referred to the Building Manager on behalf of the Body Corporate in the first instance. Owners shall not directly instruct any Contractor unless so authorised by the Building Manager. All requests for the Body Corporate to consider giving directions on a particular matter to a Contractor must be directed to the Building Manager, who will in turn refer the requests to the Body Corporate for determination, where necessary.

14. **NO OBSTRUCTION**

14.1 Except as provided otherwise in these Rules, the Common Property comprising entrances, lobbies, lifts, stairways and corridors shall not be obstructed by any Owner or used for any purpose other than reasonable ingress and egress to and from Units.

15. **WINDOWS**

15.1 All windows shall be kept clean and if broken or cracked shall be promptly replaced by the Owner of the Unit (at the expense of the Owner or occupier) with fresh glass of the same or better quality and weight.

16. **BLIND, AWNINGS, CURTAINS, ETC.**

16.1 An Owner shall not erect external blinds or awnings, nor hang internal curtains or blinds visible from outside the Unit unless the colour and design of those curtains or blinds is

approved by the Body Corporate. In giving such approval 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 Building. Owners shall as often as the need shall arise (in the opinion of the Body Corporate) replace at each Owner's own cost any curtains or blinds.

16.2 An Owner must not cover or coat any window of a Unit with aluminium foil or any other reflective material.

17. WATER, BLOCKAGE OF PIPES, ETC.

17.1 An Owner shall not waste water and shall ensure that all water taps in the Unit are promptly turned off after use and tap washers replaced when required.

17.2 The toilets, wash basins, sinks, waste masters, dishwashers, and any other apparatus or equipment attached to the water supply and drainage system, and all supply and waste pipes and drains, shall only be used for the purpose for which they were constructed, and the responsibility for any damage or loss caused or cost of repair incurred or caused by misuse or negligence shall be borne by the Owner of the Unit in which the misuse or negligence occurred.

18. NOTICE OF DEFECTS

18.1 An Owner, on becoming aware of any defect, damage or defilement to the exterior of a Building, the Common Property or any elements of a Building or the failure or defect of any Building's Services, shall notify the Building Manager immediately. The Body Corporate shall have the authority to make such repairs or renovations as the Body Corporate considers necessary for the safety and preservation of the Building, Common Property and Building Services. The Body Corporate shall be entitled to recover costs of the repairs or renovations from an Owner if the act omission or neglect of an Owner necessitated the repairs or renovations.

19. CLEANLINESS AND REMOVAL OF RUBBISH

19.1 An Owner shall ensure that the Owner's Unit is kept clean at all times and that rubbish is regularly collected from the Unit and not allowed to accumulate. All rubbish shall be disposed of in bins or receptacles for removal on the usual days by the local authority or by independent Contractors when required to do so by the Body Corporate.

19.2 An Owner shall not allow litter or rubbish to accumulate on the Common Property, and the cost incurred in removing any rubbish from or the cleaning of any part of the Common Property where there is a breach of this Rule shall be borne by the Owner responsible.

19.3 In disposing of rubbish an Owner shall ensure that bottles are completely drained, cleaned and deposited in unbroken condition in the area designated for bottles and all other rubbish must be drained and securely wrapped in small parcels and deposited in the area designated for rubbish.

20. ANIMALS

20.1 An Owner may only bring or keep a pet in any Unit with the written approval of the Body Corporate. The Body Corporate may decline such a request where the Body Corporate reasonably considers that the pet may cause a nuisance or danger to other Owners. The Body Corporate may revoke any previously given consent if the Body Corporate reasonably considers that a pet has become or is a nuisance or danger to other Owners. If there is any dispute between the Body Corporate and an Owner in relation to this Rule which cannot be resolved within 10 working days either party may refer the matter to a mutually acceptable Otago lawyer for determination and such determination shall be binding on the parties.

20.2 If an Owner is permitted to bring or keep a pet in a Unit, such Owner must ensure that if any part of the Unit or Common Property is soiled or damaged by such pet, the soiling or damage is promptly cleaned or repaired at the cost of the Owner.

21. NO DANGEROUS SUBSTANCES

21.1 An Owner shall not permit anything to be done nor bring nor keep anything in the Unit or in a Building which may create a fire hazard, or which increases the rate of fire insurance on any Building, or which may contravene the fire regulations, or the rules, regulations, ordinances or bylaws of any authority having jurisdiction over the Building or the Building Services.

22. CONDUCT AND NOISE

22.1 An Owner shall not make or permit any objectionable noise in any Building or on the Common Property nor interfere in any way with the peaceful enjoyment of other Owners or lessees, or occupiers of other Units or those having business with them or of any person lawfully using the Common Property.

22.2 If an Owner carries out any repair, maintenance, or any alterations to its Unit, such Owner must ensure that any contractors or any of the 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.

23. HEAVY OBJECTS

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

24. SECURITY

24.1 An Owner shall keep the Owner's Unit secure and all doors and windows locked and fastened whenever the Unit is unoccupied.

24.2 An Owner shall not install, or permit to be installed, any security system on any Unit or on Common Property without the prior written consent of the Body Corporate.

24.3 An Owner shall ensure that they, and any of their guests and invitees comply with all security arrangements established and prescribed in respect of access to and security generally in respect of the Development and the Common Property;

24.4 An Owner shall adhere to any security arrangements implemented by the Body Corporate which may, at the discretion of the Body Corporate, include (but not limited to the following):

- (a) the issue of security access cards upon conditions, including payment of a deposit;
- (b) the right to refuse admission to any person unless prior notice of the identity of that person is given;
- (c) the right upon receiving a complaint from any person to remove any person from the Building or to refuse admission to any person the Body Corporate considers is likely to be a nuisance; and
- (d) the right to enter upon any part of the Development for the purpose of maintaining its security.

24.5 An Owner shall not hold the security personnel liable for any damage caused by them to any person or property in carrying out their responsibilities in accordance with the terms of their appointment.

25. SECURITY KEYS

- 25.1 If the Body Corporate restricts the access to any part of the Common Property for security purposes the Building Manager may make available to the Owner free of charge the number of Security Keys which the Body Corporate considers necessary. The Building Manager may charge a reasonable fee for any additional Security Key required by an Owner.
- 25.2 An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by an occupier of a Unit and must take all reasonable steps to ensure return of the Security Key to the Owner.
- 25.3 An Owner in possession of a Security Key must not duplicate or permit the Security Key to be duplicated and must take all reasonable steps to ensure that the Security Key is not lost or handed to any person other than another Owner and is not disposed of otherwise than by returning it to the Owner or the Building Manager.
- 25.4 An Owner must promptly notify the Body Corporate if a Security Key is lost, stolen or destroyed.

26. LEASING A UNIT

- 26.1 An Owner who leases a Unit must:
- (a) Provide a full copy of these Rules and all subsequent changes which may be made to these Rules to any tenant or occupier of the Unit; and
 - (b) 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 occupants of the Unit, and, as an on-going obligation, promptly notify the Body Corporate in writing of any changes to such details.

27. RESIDENTIAL VISITOR ACCOMMODATION

- 27.1 If an Owner uses a Unit for RVA purposes the Owner must at all times:
- (a) ensure that its guests, invitees, occupiers, licensees and tenants are aware of and comply with these Rules; and
 - (b) comply with any applicable local or territorial planning requirements, rules and regulations and any applicable resource consent.
- 27.2 Each Owner whose Unit is occupied by a person or person(s) other than the actual Owner appoints and authorises the Body Corporate to treat with such person or person(s) as if the Body Corporate was the Owner, and more particularly to:
- (a) Give warnings if the Rules, by-laws and regulations of the Body Corporate are breached;
 - (b) give notice of termination of their occupation;
 - (c) arrange for entry to the Unit and eviction of the person or persons;
 - (d) recover payment for contribution to damaged property;
 - (e) check on the internal condition and cleanliness of the Unit from time to time; and
 - (f) other attendances inspections and actions available to an Owner,

provided the Body Corporate shall have no obligation or duty to perform any actions or to take any steps as permitted under this Rule 27.2, but the Body Corporate shall have no liability to

the Owner if it does elect to perform such permitted actions or steps so long as this it does so reasonably.

28. LIFTS

28.1 An Owner shall observe the terms of any notice or instructions displayed in any lift by authority of the Body Corporate or of any statutory authority and shall observe and comply with any notice or instructions of the manufacturer of the lift.

28.2 Any lifts installed in the Development are primarily intended for the carriage of passengers. When goods are being carried in any lift protective equipment supplied by the Body Corporate is to be used as designed. The cost of repairing any damage caused through the use of the lifts for purposes other than passenger carriage may be charged to the Owner responsible for the damage.

28.3 If a Unit is in a Building that does not contain a lift, to the extent that the Body Corporate is permitted to do so under the Act and insofar as it is practicable to do so, when it is assessing the Body Corporate Contributions to be levied on the Owners of Units contained in Buildings that do not contain a lift, the Body Corporate shall omit from the operating account expenses all expenses related to lifts to the intent that all expenses related to lifts shall be shared amongst the Owners of Units in Buildings that do contain lifts only. To give effect to this Rule in assigning the initial Utility Interests for each Unit, the Body Corporate may but shall not be obliged to have regard to whether a Unit derives a direct benefit from the Building in which that Unit is situated containing a lift or not and may set the Utility Interest accordingly.

29. AIR-CONDITIONING

29.1 An Owner shall comply with operating instructions for all air-conditioning equipment (if any) and shall when necessary use protection devices provided to ensure that the design performances of the air-conditioning equipment are achieved as far as possible.

30. RECOVERY OF FUNDS SPENT TO RECTIFY BREACH

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

31. FIRE DRILLS AND EVACUATION PROCEDURES

31.1 The Body Corporate may require the Owners to perform fire drills, and observe all necessary and proper emergency evacuation procedures, and the Owners shall co-operate with the Body Corporate in observing and performing such rules and procedures.

32. COMMON PROPERTY

32.1 The Owner must not interfere with the reasonable use or enjoyment of the Common Property by other Owners, obstruct any lawful use of the Common Property by other Owners or restrict any light or air in the Common Property or obstruct or cover any windows or skylights, lights or other means of illumination of the Common Property.

32.2 An Owner must not damage or deface the Common Property.

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

33. **CAR PARKING**

- 33.1 Each Owner of a car parking space must use it for the purposes of car parking only and not litter or otherwise soil it or so use it as to create a nuisance. All vehicles must be parked within the confines of the carparking space.
- 33.2 The Building Manager may on behalf of the Body Corporate remove a vehicle from the Land if the Building Manager considers such vehicle is parked in such a manner as in breach of this Rule at the expense of the owner of the vehicle concerned and the Building Manager or Body Corporate shall not be liable to any resulting damage loss or costs.

34. **VEHICLES**

- 34.1 An Owner must not allow any guest or visitor to park a vehicle anywhere other than in the designated areas allocated and identified as guest and visitor car parks.
- 34.2 Parking for caravans, trailers, boats or similar is not permitted anywhere on the Land, nor are such items permitted to be parked on public roads.
- 34.3 An Owner shall not park or stand a motor Vehicle upon Common Property or interfere with or obstruct access by other persons in the Building.
- 34.4 An Owner must not drive operate or use or permit to be driven operated or used a vehicle or any 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 shall be paid for by the Owner responsible.
- 34.5 An Owner shall ensure that its motor vehicles are driven on the Common Property in a safe and considerate manner and that any speed restrictions placed on the roads access ways for driveway forming part of the Common Property are adhered to.

35. **CLOTHES DRYING**

- 35.1 An Owner must not erect on the exterior of the Unit a clothesline or apparatus for a similar purpose (either permanently or temporarily) nor hang to dry clothes or any other thing on or from the exterior of the Unit.

36. **BREACHES AND PENALTIES**

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

37. **DISCLOSURE REQUIREMENTS AND SECTION 147 CERTIFICATE**

- 37.1 If an Owner requires any information and/or certifications from the Body Corporate in order to comply with the Disclosure requirements of the Act or for any other purpose, the Owner shall request such information from the Building Manager and the Building Manager shall be entitled to charge a reasonable fee to the Owner for the provision of such information and/or certificate.

38. **GENERAL**

- 38.1 The duties and obligations imposed by these Rules on the Owners shall be observed not only by the Owner but also by the occupiers of the Units and the Owners and occupiers' guests, employees, agents, workers, children, invitees, licensees and tenants.

38.2 If an Owner shall be absent from New Zealand for longer than 3 consecutive weeks unless the Owner shall have given notice to the Body Corporate of an alternative agent, such Owner shall be deemed to have appointed the Body Corporate and the Building Manager severally as the Owner's agent for the purposes of enforcing these Rules and the provisions of the Act against any occupiers of the Owner's Unit in these Rules, the Body Corporate may enforce those Rules or the provisions of the Act.

39. **VALIDITY OF RULES**

39.1 If any of these Rules is ultra vires the Act, it shall not be avoided by that fact, but it shall be suspended until it becomes, by virtue of an Amendment to the Act, intra vires the Act.

40. **ROY'S BAY ESTATE LIMITED AS OWNER**

40.1 While Roy's Bay Estate Limited or its successors or assigns are the Owner of any Unit:

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